



THE CITY OF SAN DIEGO  
**REPORT TO THE CITY COUNCIL**

DATE ISSUED: February 17, 2015 REPORT NO: 15-010  
ATTENTION: Council President and City Council  
SUBJECT: Old Otay Mesa Road-Westerly Project – Eminent Domain  
REFERENCE: Old Otay Mesa Road-Westerly Project, CIP No. S00870

REQUESTED ACTION:

- 1) Authorize the adoption of a Resolution of Necessity for the permanent acquisition of seven portions of a protective conservation easement [Conservation Easement] for Street Dedication and Drainage Set-Aside Easement purposes [Permanent Acquisition], and for the temporary acquisition of three other portions of the Conservation Easement for use as Temporary Construction Areas [TCAs] for approximately twenty months [Temporary Acquisition]; the Conservation Easement is owned by the State of California [State] through its Department of Fish and Wildlife [CDFW], and encumbers land owned by the City of San Diego [City] identified by Assessor's Parcel Number [APN] 645-060-07 [Property]. The Permanent and Temporary Acquisitions are necessary for the construction of the City's Old Otay Mesa Road-Westerly Project, CIP No. S00870 [Project].
- 2) Authorize the City Attorney's Office to commence an eminent domain proceeding to acquire the property rights found necessary for the Project and to request an Order of Pre-Condensation possession of the necessary property rights.
- 3) Authorize the Chief Financial Officer to expend funds in the amount of \$66,500.00 from CIP S00870, Old Otay Mesa Road-Westerly Project, Fund No. 400093, Otay Mesa Facilities Benefit Assessment (FBA) – West, to acquire the property rights found necessary for the Project, and for deposit into the State Treasury's State Condensation Fund, if necessary. This is the probable amount of compensation to be paid by the City for the necessary property rights to be acquired.

STAFF RECOMMENDATION:

Approve the requested action.

SUMMARY:

Background:

The Project is located south of State Route 905 and east of Interstate 805, and proposes improvements to a 3,700-foot long section of Otay Mesa Road extending eastward from the intersection of Hawken Drive and Otay Mesa Road and terminating just westerly of Crescent Bay Drive within the Otay Mesa Community Plan area [Project Area]. The Project Area

traverses two City-owned vacant parcels of dedicated Parkland; a portion of the Project Area is located within the Conservation Easement and another portion is located within an open space easement.

Over the last several years, portions of Otay Mesa Road have been improved as various housing developments have been constructed; however, those improvements have not reached the Project Area. Old Otay Mesa Road is currently built as a 2-lane undivided roadway with a steep hillside on the south side of the roadway and a steep canyon on the north side. There are no sidewalks, bike lanes, curbs, gutters, or street lighting; drainage is inadequate and the existing slopes erode onto and along this unimproved section of Otay Mesa Road. This creates a dangerous situation for pedestrians, cyclists and motorists alike, as this is the main corridor between two large residential developments and San Ysidro Elementary School and San Ysidro High School; with no improved pedestrian access, students, local residents and other pedestrians must traverse this section along a narrow dirt path.

Proposed Improvements:

The roadway improvements will include widening and realigning an existing 26-foot wide, two-lane, undivided road to a 36-foot wide modified two lane local collector in accordance with the City of San Diego Street Design Manual. To accommodate the road widening and re-alignment, approximately 1.89 acres of additional public right-of-way (ROW) and drainage easements/set asides will be constructed on City fee-owned land which is dedicated City parkland. Associated improvements will include: two striped 11-foot wide vehicular travel lanes with two 2-foot buffers; two 5-foot wide, Class II bicycle lanes; two sidewalks with curbs and gutters; driveways; pedestrian ramps; street signage; utility relocations and adjustments; crib and faux-rock wall systems; a new storm water drainage and treatment system; an associated permanent maintenance access path including a locking gate for maintenance of storm water facilities (i.e. bio-retention basin) and a gate restricting access to maintenance personnel. New guardrails and a six-foot tall, black-coated, vinyl chain-link fence will be constructed along the north side of Otay Mesa Road for increased pedestrian accessibility. Street lighting will be also installed at 300-foot intervals along the improved roadway.

Conservation Easement:

In December 2009, The Environmental Trust, Inc., a California nonprofit public benefit corporation [TET] granted the Conservation Easement over the Property to the State, via a Conservation Easement Deed [Deed], pursuant to the Combined Disclosure Statement and Liquidating Plan of Reorganization dated as of December 20, 2005 (the "Plan"), in United States Bankruptcy Court, Southern District of California, Bankruptcy No. 05-12321-LAll, In Re The Environmental Trust, Inc., Debtor. Also pursuant to the Plan, and concurrent with the Conservation Easement, TET granted and conveyed the fee ownership of the Property to the City, which accepted the Property subject to the Conservation Easement. The Deed is included as Attachment 1 and the Property parcel is depicted and outlined in red on Attachment 2. The Deed expressly prohibits a number of uses of the Property [Prohibited Uses]. Of those specified, the following four Prohibited Uses appear to impact the Project to the greatest degree (listed in the relative order they are specified in the Deed):

- 1) Construction, reconstruction or placement of any building, billboard or sign, or any other structure or improvement of any kind;

- 2) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extraction of minerals, loam, soil, sands, gravel, rocks or other material on or below the surface of the Property;
- 3) Altering the surface or general topography of the Property, including building of roads; and
- 4) Removing, destroying, or cutting of native vegetation, except as required by law for (1) fire breaks, (2) maintenance of existing foot trails or roads, or (3) prevention or treatment of disease

**Portions Sought:**

Approximately 1,760 linear feet of roadway improvements are proposed for construction through the California Department of Fish and Wildlife's [CDFW] Conservation Easement which fully encumbers the Property. In order to construct the Project, it is imperative that the City acquire, on a permanent basis, seven (7) portions of the Conservation Easement for Street Dedication and Drainage Set-Aside Easement purposes [Permanent Acquisition] and acquire, on a temporary or Permit basis, three (3) other portions of the Conservation Easement for use as Temporary Construction Areas [TCAs] for approximately twenty months [Temporary Acquisition]. The Portions of the Conservation Easement to be acquired are as follows:

**Permanent Acquisition**

A total of seven (7) portions of the Conservation Easement for Public Street Dedication and Drainage Set-Aside Easement purposes. Attachment 3 depicts the existing right-of-way (in green), the portions of the Conservation Easement proposed for Dedicated Public Street purposes (in dark blue) and the portions to be used for Public Storm Drain Set-Aside Easement purposes (in orange). The total appraised Fair Market Value (FMV) of the property rights sought is \$59,000.00. The allocation of the portions to dedicated street and drainage easements follows:

**Dedicated Public Street.** Five (5) portions comprising approximately 46,298 sq. ft. These portions are legally described and depicted as Parcels 1 through 5 on the Attachment 4 Legal Description and Drawing (N.B. Parcel 6 is not a part of the Conservation Easement/Property). The total appraised FMV of these property rights sought is approximately \$38,285.00.

**Public Storm Drainage Set-Aside Easements.** Two (2) portions comprising approximately 25,053 sq. ft. These portions are legally described and depicted as Parcels 'A' and 'B' on the Attachment 5 Legal Description and Drawing. The total appraised FMV of these property rights sought is approximately \$20,715.00.

**Temporary Acquisition**

A total of three (3) portions of the Conservation Easement comprising approximately 54,614 sq. ft. to be used as TCAs for approximately twenty months. These portions are legally described and depicted as Parcels A, B and C on the Attachment 6 Legal Description and Drawing (disregard Parcels 1 through 5). The appraised FMV of the property rights sought is \$7,500.00.

**Offer to Purchase and Rejection of Offer:**

By letter dated October 9, 2014, and pursuant to California Government Code Section 7267.2, the City made an offer to the CDFW to purchase the necessary property rights sought at the appraised FMV, and by letter dated October 29, 2014, the City made its final offer at the appraised FMV [collectively, Offer]. By letter dated November 5, 2014, the CDFW declined the City's Offer. In light of the four Prohibited Uses listed above, CDFW's rejection of the City's Offer has necessitated this Request for Council Action.

California Fish and Game Code [FGC] Section 1348.3 (b) states, in part: “Prior to the initiation by a governmental entity of condemnation proceedings against a wildlife conservation easement acquired by a state agency, the governmental entity shall give notice to the holder of the easement, provide an opportunity for the holder of the easement to consult with the governmental agency, provide the holder of the easement the opportunity to state its objections to the condemnation, and provide a response to the objections ...”. The City gave the required notice to the CDFW by letter dated December 9, 2014, and is in compliance with FGC Section 1348.3 (b).

City Staff will continue to negotiate with the CDFW, however, authority to commence an eminent domain proceeding to acquire the necessary property rights sought is requested at this time to ensure possession of the necessary property rights in advance of an award of the construction contract for the Project.

### Discussion:

#### The Resolution of Necessity

California eminent domain law [Code of Civil Procedure §1230.010 et seq.] mandates that before the City may commence a legal proceeding to acquire property for public use, the San Diego City Council [Council] must adopt a Resolution of Necessity [RON] by a two-thirds majority of the full Council describing the location of the property and the public necessity requiring the acquisition of the property or property rights. The City Council must make the following findings: 1) that the public interest and necessity require the Project for which the property is being acquired; 2) that the Project has been planned and located in a manner most compatible with the greatest public good and the least private injury; 3) that the property interests proposed to be acquired are necessary for the Project; 4) that the offer meeting the requirements of California Government Code section 7267.2 has been given; and 5) that all other prerequisites for the exercise of eminent domain to acquire the property rights have been met. An Offer to purchase the necessary property rights sought was made to the owner of the Conservation Easement, but it has not been accepted. Code Civ. Pro. §§1240.010, 1245.230, 1245.240.

The City Council may adopt a Resolution of Necessity only after the record owner of the property to be acquired by eminent domain has been given notice and a reasonable opportunity an opportunity to appear and be heard on the following matters: (a) whether the public interest and necessity require the Project; (b) whether the Project is planned or located in a manner which is most compatible with the greatest public good and the least private injury; and (c) whether the property interests proposed to be acquired are necessary for the Project. Code of Civil Procedure section 1245.030. The notice must be sent by first-class mail and inform the record owner of the intent of the Council to adopt a Resolution of Necessity, the record owner’s right to appear and be heard, and that failure to file a written request to appear and be heard within 15 days after the notice was mailed will result in waiver of the right to appear and be heard. Code of Civil Procedure section 1245.235. The Resolution of Necessity is an administrative determination that the statutory prerequisites for taking particular property have been met.

#### 1. Does the public interest and necessity require the proposed Project?

Yes. Approval of the eminent domain action to acquire the property rights serves the public interest and is necessary to bring Otay Mesa Road up to current City standards for

a two lane local collector. Realigning and widening the existing roadway and adding sidewalks will improve general pedestrian safety as well as provide a safe route to school for students who attend San Ysidro High School and San Ysidro Middle School. The Project is supported by the public and was recommended for approval by the Otay Mesa Community Planning Group on July 16, 2014.

2. Is the proposed Project planned or located in a manner that will be most compatible with the greatest public good and least private injury?

Yes. The Project has been designed with no private property impacts. Old Otay Mesa Road is currently built as a 2-lane undivided roadway with a steep hillside on the south side of the roadway and a steep canyon on the north side. There are no sidewalks, bike lanes, curbs, gutters, or street lighting; drainage is inadequate and the existing slopes erode onto and along this unimproved section of Otay Mesa Road. This creates a dangerous situation for pedestrians, cyclists and motorists alike, as this is the main corridor between two large residential developments and San Ysidro Elementary School and San Ysidro High School; with no improved pedestrian access, students, residents and other pedestrians must traverse this section of the roadway along a narrow dirt path.

3. Is the property sought to be acquired necessary for the proposed Project?

Yes. The property sought to be acquired is required so that the curb-to-curb width of a section of Otay Mesa Road can be brought up to current City standards for a two lane local collector as defined in the City of San Diego Street Design Manual.

The Eminent Domain Lawsuit

An eminent domain proceeding is governed by the rules that govern all civil actions. Code Civ. Pro. §1230.040. An eminent domain proceeding is commenced by filing a complaint in the Superior Court. Thereafter, a summons and the complaint is served on the property owner and a Notice of the pendency of the proceeding [a Lis Pendens] is filed in the Office of the County Recorder. Code Civ. Pro. §§1250.110, 1250.150.

The probable amount of compensation to be paid for the property rights to be acquired is determined by a competent appraisal and is then deposited with the State Treasury. Code Civ. Pro. §1255.010. At the time of the filing of the complaint and deposit of funds, the City may request an order for possession of the property from the court. Code Civ. Pro. §1255.410. The City may settle the matter at any time with the property owner and request the funds on deposit with the State Treasury be paid or returned. Code Civ. Pro. §1255.030.

FISCAL CONSIDERATIONS:

The appraised fair market value of the portions of the Conservation Easement to be acquired is \$66,500.00. This is the probable amount of compensation to be paid for the portions of the Conservation Easement to be acquired. All funds necessary for the acquisition of the required portions of the Conservation Easement are currently available within the existing CIP budget; specifically, in Fund No. 400093, Otay Mesa Facilities Benefit Assessment (FBA) – West.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (if applicable)

Not Applicable.

PREVIOUS COUNCIL and/or COMMITTEE ACTIONS:

The Consultant Agreement was approved by the City Council on March 26, 2010, by Resolution R-305678.

At its Meeting of September 16, 2014, the City Council: certified and adopted Mitigated Negative Declaration No. 287806 and adopted the Mitigation Monitoring and Reporting Program by Resolution No. R-309226; adopted findings with respect to, and approved and granted, Site Development Permit No. 1013229 by Resolution No. R-309227; ordered Open Space Easement Vacation No. 1322903 by Resolution No. R-309228; and, introduced an Ordinance setting aside a portion of certain dedicated City Parkland located in the Otay Mesa Community for the opening and maintenance of a City street pursuant to San Diego Charter Section 55.

The Ordinance that was introduced on September 16, 2014, was adopted by the City Council as Ordinance No. O-20411 on September 30, 2014, to take effect and be in force on the thirtieth day from and after its final passage.

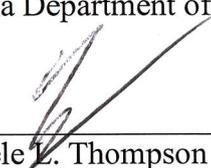
COMMUNITY PARTICIPATION AND OUTREACH EFFORTS:

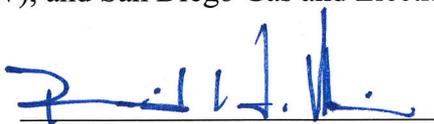
City staff has worked closely with the Otay Mesa and San Ysidro Community Planning Groups during the design phase. Those partnerships will continue during the construction phase. The Otay Mesa Community Planning Group recommended Project approval on July 16, 2014.

The Project was last presented at the San Ysidro Town Hall Meeting of October 1, 2014; the Committee was pleased that the Project was moving forward.

KEY STAKEHOLDERS AND PROJECTED IMPACTS

The City of San Diego, the Otay Mesa and San Ysidro Communities, US Army Corps of Engineers (USACE), San Diego Regional Water Quality Control Board (RWQCB), the California Department of Fish and Wildlife (CDFW), and San Diego Gas and Electric.

  
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Cybele L. Thompson  
Director, Real Estate Assets

  
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Ron Villa  
Deputy Chief Operating Officer

- Attachment:
1. Conservation Esmt. Deed Recorded December 17, 2009, DOC# 2009-0696277
  2. Assessor's Parcel Map 645-06 Sheet 1 of 2 for APN 645-060-07
  3. Old Otay Mesa Road Westerly Right-Of-Way Disposition – Sheet 1 of 3
  4. Public Street Dedication Legal Description & Drawing No. 38070-C
  5. Drainage Set Aside Easements Legal Description & Drawing No. 38385-C
  6. Use of CDFW Cons. Esmt. for Public Street Legal Desc. & Dwg. No. 38170-C

DOC # 2009-0696277

RECORDING REQUESTED BY  
STEWART TITLE



DEC 17, 2009 8:00 AM

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
DAVID L. BUTLER, COUNTY RECORDER  
FEES: 0.00  
OC: NA

PAGES: 20



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

State of California  
Wildlife Conservation Board  
1807 13<sup>th</sup> Street, Suite 103  
Sacramento, CA 95811

Ordn # 01-0246237

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2009  
NF  
OWA

Space Above Line for Recorder's Use Only

CONSERVATION EASEMENT DEED

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THIS CONSERVATION EASEMENT DEED is made this 12<sup>th</sup> day of NOVEMBER, 2009, by The Environmental Trust, Inc., a California nonprofit public benefit corporation ("Grantor"), in favor of THE STATE OF CALIFORNIA ("Grantee"), acting by and through its Department of Fish and Game, a subdivision of the California Resources Agency, with reference to the following facts:

RECITALS

A. Grantor is the sole owner in fee simple of certain real property containing approximately 43.9 acres, located in the County of San Diego, State of California, designated Assessor's Parcel Number 645-060-07 and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property");

B. The Property possesses wildlife and habitat values (collectively, "conservation values") of great importance to Grantee and the people of the State of California;

C. The Property provides high quality habitat for listed or otherwise sensitive species including coastal California gnatcatcher (*Polioptila californica californica*), northern harrier (*Circus cyaneus*), Cooper's hawk (*Accipiter cooperii*), rufous-crowned sparrow (*Aimophila ruficeps*), white-tailed kite (*Elanus leucurus*), black-tailed jackrabbit (*Lepus californicus*), cliff spurge (*Euphorbia misera*), San Diego bur-sage (*Ambrosia chenopodiifolia*), and contains maritime succulent scrub, Diegan coastal sage scrub, non-native grassland and vernal pool habitats;

However, based on a site visit of the Property by the City of San Diego (City) in October 2009, evidence of illegal dumping and litter was found at the Property. As City is the intended transferee of the Property (see "G" below), Grantor and Grantee agree that: (1) the ground disturbances and illegal dumping and littering at the Property has occurred prior to the City's acceptance of any interest or obligation relating to the property and, therefore (2) upon acceptance of any interest to the Property, the City's maintenance obligations shall be to maintain the Property as set forth in the March 20, 2009, letter from the United States Fish and Wildlife Service and the California Department of Fish and Game see Section "1. Purposes" below;

"THIS DOCUMENT WAS FILED FOR RECORDING BY STEWART TITLE AS AN ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE OR ITS RECORDABILITY."

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D. Grantor acquired the Property as mitigation or compensation for certain impacts of the project(s) described in Exhibit "B" attached hereto and incorporated herein by this reference;

E. The Department of Fish and Game ("CDFG") has jurisdiction, pursuant to Fish and Game Code Section 1802, over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of those species, and CDFG is authorized to hold conservation easements for these purposes pursuant to Civil Code Section 815.3, Fish and Game Code Section 1348, and other provisions of California law;

F. This Conservation Easement is a "protective conservation easement" granted pursuant to the Combined Disclosure Statement and Liquidating Plan of Reorganization dated as of December 20, 2005 (the "Plan"), in United States Bankruptcy Court, Southern District of California, Bankruptcy No. 05-12321-LA11, In Re The Environmental Trust, Inc., Debtor; and

G. Also pursuant to the Plan, concurrently with this Conservation Easement, Grantor is granting and conveying the Property to the City of San Diego, which will acquire the Property subject to this Conservation Easement. As Section 11 of this Conservation Easement requires, Grantor shall incorporate the terms of this Conservation Easement by reference in the deed(s) or other legal instrument(s) by which Grantor so divests itself of the Property.

#### COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to California law, including Civil Code Section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property.

1. **Purposes.** The purposes of this Conservation Easement are to ensure the Property will be retained forever in its natural condition and to prevent any use of the Property that will impair or interfere with the conservation values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to such activities that are consistent with those purposes, including, without limitation, those involving the preservation, restoration and enhancement of native species and their habitats.

However, it is specifically agreed by the parties hereto, that, notwithstanding any conflicting provision of this, or any other Conservation Easement affecting the Property, that the March 20, 2009, letter from the United States Fish and Wildlife Service and the California Department of Fish and Game to the City of San Diego, attached hereto as Exhibit "C", and incorporated by reference herein, shall control over any such conflicting provision within the Conservation Easements and govern the City's responsibilities toward the Property.

2. **Grantee's Rights.** To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee:

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- (a) To preserve and protect the conservation values of the Property;
- (b) To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, and for scientific research and interpretive purposes by Grantee or its designees, provided that Grantee shall not unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Property;
- (c) To prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use that is inconsistent with the purposes of this Conservation Easement;
- (d) All mineral, air and water rights necessary to protect and to sustain the biological resources of the Property; and
- (e) All present and future development rights allocated, implied, reserved or inherent in the Property; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Property, nor any other property adjacent or otherwise.

3. **Prohibited Uses.** Any activity on or use of the Property inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses and activities by Grantor, Grantor's agents, and third parties, are expressly prohibited:

- (a) Unseasonal watering; use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals except as necessary to protect habitat values; weed abatement activities; incompatible fire protection activities; and any and all other activities and uses which may adversely affect the purposes of this Conservation Easement;
- (b) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways;
- (c) Agricultural activity of any kind, except that grazing is permitted if done in accordance with a CDFG-approved grazing or management plan;
- (d) Recreational activities including, but not limited to, horseback riding, biking, hunting or fishing, except as may be specifically permitted under this Conservation Easement or as approved by the Wildlife Agencies.
- (e) Commercial or industrial uses;
- (f) Any legal or de facto division, subdivision or partitioning of the Property;
- (g) Construction, reconstruction or placement of any building, billboard or sign, or any other structure or improvement of any kind;

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(h) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials;

(i) Planting, introduction or dispersal of non-native or exotic plant or animal species;

(j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extraction of minerals, loam, soil, sands, gravel, rocks or other material on or below the surface of the Property;

(k) Altering the surface or general topography of the Property, including building of roads;

(l) Removing, destroying, or cutting of native vegetation, except as required by law for (1) fire breaks, (2) maintenance of existing foot trails or roads, or (3) prevention or treatment of disease; and

(m) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Property, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters.

4. **Grantor's Duties.** Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the conservation values of the Property. In addition, Grantor shall undertake all necessary actions to perfect Grantee's rights under Section 2 of this Conservation Easement, including but not limited to, Grantee's water rights.

5. **Reserved Rights.** Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are not expressly prohibited or limited by, and are consistent with the purposes of, this Conservation Easement.

6. **Grantee's Remedies.** If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation. If Grantor fails to cure the violation within fifteen (15) days after receipt of written notice and demand from Grantee, or if the cure reasonably requires more than fifteen (15) days to complete and Grantor fails to begin the cure within the fifteen (15)-day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the conservation values of the Property, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury. Without limiting Grantor's liability therefor, Grantee

may apply any damages recovered to the cost of undertaking any corrective action on the Property.

If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the conservation values of the Property, Grantee may pursue its remedies under this Section 6 without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code Section 815, *et seq.*, inclusive. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from taking such action at a later time.

If at any time in the future Grantor or any subsequent transferee uses or threatens to use the Property for purposes inconsistent with this Conservation Easement then, notwithstanding Civil Code Section 815.7, the California Attorney General or any entity or individual with a justiciable interest in the preservation of this Conservation Easement has standing as interested parties in any proceeding affecting this Conservation Easement.

6.1. Costs of Enforcement. Any costs incurred by Grantee, where Grantee is the prevailing party, in enforcing the terms of this Conservation Easement against Grantor, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by Grantor's negligence or breach of this Conservation Easement shall be borne by Grantor.

6.2. Grantee's Discretion. Enforcement of the terms of this Conservation Easement by Grantee shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

6.3. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; or (ii) acts by Grantee, Grantee's agents or its employees.

6.4. Department of Fish and Game Right of Enforcement. All rights and remedies conveyed to Grantee under this Conservation Easement Deed shall extend to and are enforceable by CDFG. These rights are in addition to, and do not limit, the rights of enforcement under any permit or agreement described in Exhibit "B".

7. Fence Installation and maintenance. The requirement for fencing will be in accordance with the guidelines identified in the City of San Diego's Multiple Species Conservation Plan (MSCP), Subarea Plan Section 4.1., and will continue for the life of the easement. Fencing will be used to achieve conservation goals, for example, to direct wildlife to appropriate corridor crossings, to direct public access to appropriate locations and to provide added protection of sensitive species or habitats (e.g. vernal pools).

8. Access. This Conservation Easement does not convey a general right of access to the public.

9. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property. Grantor agrees that Grantee shall have no duty or responsibility for the operation, upkeep or maintenance of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement Deed, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements.

9.1. Taxes; No Liens. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor shall keep the Property free from any liens, including those arising out of any obligations incurred by Grantor for any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Property.

9.2. Hold Harmless. Grantor shall hold harmless, protect and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each an "Indemnified Party" and, collectively, "Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence

4695

of Grantee or any of its employees; (2) the obligations specified in Sections 4, 9, and 9.1; and (3) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Indemnified Party or reimburse Grantee for all charges incurred for services of the Attorney General in defending the action or proceeding.

9.3. **Extinguishment.** If circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

9.4. **Condemnation.** This Conservation Easement is a "wildlife conservation easement" acquired by a State agency, the condemnation of which is prohibited except as provided in Fish and Game Code Section 1348.3.

10. **Transfer of Easement.** This Conservation Easement is transferable by Grantee, but Grantee may assign this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3 (or any successor provision then applicable) or the laws of the United States and Government Code Section 65965. Grantee shall require the assignee to record the assignment in the county where the Property is located.

11. **Transfer of Property.** Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the intent to transfer any interest at least thirty (30) days prior to the date of such transfer. Grantee shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions and restrictions of this Conservation Easement. The failure of Grantor or Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

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12. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class mail, postage fully prepaid, addressed as follows:

**To Grantor:** The Environmental Trust Inc.  
P.O. Box 3107  
La Mesa, CA 91944-4317  
Attn: Brad Thornburgh

**With a copy to:** City of San Diego  
San Diego Real Estate Assets Department  
1200 Third Ave., Ste. 1700  
San Diego, CA 92101  
Attn: Asset Manager

**To Grantee:** Department of Fish and Game  
South Coast Regional Office  
4949 Viewridge Avenue  
San Diego, CA 92123  
Attn: Regional Manager

**With a copy to:** Department of Fish and Game  
Office of the General Counsel  
1416 Ninth Street, 12th Floor  
Sacramento, California 95814-2090  
Attn: General Counsel

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, five (5) days after deposit into the United States mail.

13. **Amendment.** This Conservation Easement may be amended by Grantor and Grantee only by mutual written agreement. Any such amendment shall be consistent with the purposes of this Conservation Easement and California law governing conservation easements and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of San Diego County, State of California.

14. **General Provisions.**

(a) **Controlling Law.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state.

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(b) **Liberal Construction.** Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to affect the purposes of this Conservation Easement and the policy and purpose of Civil Code Section 815, et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) **Severability.** If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement Deed, such action shall not affect the remainder of this Conservation Easement Deed. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement Deed to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(d) **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 13.

(e) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) **Successors.** The covenants, terms, conditions, and restrictions of this Conservation Easement Deed shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Property.

(g) **Termination of Rights and Obligations.** A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(h) **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) **No Hazardous Materials Liability.** Grantor represents and warrants that it has no knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property. Without limiting the obligations of Grantor under Section 9.2, Grantor hereby releases and agrees to indemnify, protect and hold harmless the Indemnified Parties (defined in Section 9.2) from and against any and all Claims (defined in Section 9.2) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, or otherwise associated with the Property at

4698

any time, except any Hazardous Materials placed, disposed or released by Grantee, its employees or agents. This release and indemnification includes, without limitation, Claims for (i) injury to or death of any person or physical damage to any property; and (ii) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Indemnified Party or reimburse Grantee for all charges incurred for services of the Attorney General in defending the action or proceeding.

Despite any contrary provision of this Conservation Easement Deed, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee any of the following:

- (1) The obligations or liability of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 *et seq.*; hereinafter, "CERCLA"); or
- (2) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or
- (3) The obligations of a responsible person under any applicable Environmental Laws; or
- (4) The right to investigate and remediate any Hazardous Materials associated with the Property; or
- (5) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 *et seq.*; hereinafter "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. Section 6901 *et seq.*; hereinafter "HTA"); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 *et seq.*; hereinafter "HCL"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code Section 25300 *et seq.*; hereinafter "HSA"), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement Deed.

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The term "Environmental Laws" includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee that activities upon and use of the Property by Grantor, its agents, employees, invitees and contractors will comply with all Environmental Laws.

(j) Warranty. Grantor represents and warrants that there are no outstanding mortgages, liens, encumbrances or other interests in the Property (including, without limitation, mineral interests) which have not been expressly subordinated to this Conservation Easement Deed, and that the Property is not subject to any other conservation easement.

(k) Additional Easements. Grantor shall not grant any additional easements, rights of way or other interests in the Property (other than a security interest that is subordinate to this Conservation Easement Deed), or grant or otherwise abandon or relinquish any water agreement relating to the Property, without first obtaining the written consent of Grantee. Grantee may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the purposes of this Conservation Easement or will impair or interfere with the conservation values of the Property. This Section 14(k) shall not prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement Deed and complies with Section 11.

(l) Recording. Grantee shall record this Conservation Easement Deed in the Official Records of San Diego County, California, and may re-record it at any time as Grantee deems necessary to preserve its rights in this Conservation Easement.

4700

IN WITNESS WHEREOF Grantor has executed this Conservation Easement Deed the day and year first above written.

The Environmental Trust, Inc., a California nonprofit public benefit corporation

By: Brad T. Thornburgh

Name: BRAD T. THORNBURGH

Title: PRESIDENT

Date: 11/12/09

State of California  
Department of Fish and Game

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of San Diego

By: James F. Barwick

Name: James F. Barwick

Title: Director, Real Estate Assets

Date: 10/22/09

STATE OF CALIFORNIA )  
 )  
COUNTY OF SAN DIEGO )

On November 12, 2009, before me, B. Maureen White, a Notary Public, personally appeared Brad T. Thornburgh, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

B. Maureen White (Seal)  
Signature



4702

EXHIBIT A

LEGAL DESCRIPTION  
WEST OTAY MESA C PARCEL

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO AND IS DESCRIBED AS FOLLOWS:

LOT 2, SECTION 31, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

## EXHIBIT B

4703

Western Pacific Housing Loma Sorrento planned residential development project located in the City of San Diego, County of San Diego, State of California, pursuant to Mitigated Negative Declaration ("MND") LDR 96-7929, certified by the City of San Diego for the Loma Sorrento Carmel Valley residential development project, and the Mitigation Plan created thereunder.

Seabreeze Farms, LLC residential development project in the City of San Diego, County of San Diego, State of California, pursuant to the Environmental Impact Report ("EIR") LDR No. 96-7919, certified by the City of San Diego for the Seabreeze Farms development project (SCH No. 1996021001), dated May 20, 1996, and the Mitigation Plan created thereunder.

Western Pacific Housing Torrey Santa Fe development project in the City of San Diego, County of San Diego, State of California, pursuant to the EIR LDR 98-0292, certified by the City of San Diego for the Torrey Santa Fe project (SCH No. 1999041089), dated November 5, 1999, and the Mitigation Plan created thereunder.

MSK Development Group Rancho Diegueno project located in the County of San Diego, State of California, pursuant to Notice of Determination ("NOD") and minor open space encroachment Permit AD 99-066, certified by the County of San Diego for the Rancho Diegueno Road project, Lot 9, in Rancho Santa Fe (SCH No. 2000079051) dated July 19, 2000, and the Mitigation Plan thereunder.

Silver Oaks Estates LLC residential development project located in the City of San Diego, County of San Diego, State of California, pursuant to the Master Environmental Impact Report ("MEIR") for the North City Future Urbanizing Area MEIR LDR No. 95-0353, and Findings to the EIR 95-0353 LDR 99-0023, certified by the City of San Diego for the Silver Oaks Estates project (SCH No. 1993071097), and the Mitigation Plan created thereunder.

Western Pacific Housing Torrey Glenn residential subdivision project located in the City of San Diego, County of San Diego, State of California, pursuant to the MND LDR 98-0261, certified by the City of San Diego for the Torrey Glenn residential project (SCH No. 1999031084), dated April 23, 1999, and the Mitigation Plan created thereunder.

Rebecca Gremore private residence project located in the County of San Diego, State of California, pursuant to Permit AD 00-041, certified by the County of San Diego Department of Planning and Land Use for the Gremore private residence in Santa Fe Valley, and the Mitigation Plan created thereunder.

Mallakon La Jolla Properties LLC mixed use development project located in the City of San Diego, County of San Diego, State of California, pursuant to the EIR LDR No. 99-0762, certified by the City of San Diego for the La Jolla Commons project (SCH No. 2000031097), dated September 11, 2000, and the Mitigation Plan created thereunder.

EXHIBIT C

March 20, 2009, Letter to City of San Diego from the U. S. Fish and Wildlife Service and the California Department of Fish and Game

4705



U. S. Fish and Wildlife Service  
 Carlsbad Fish and Wildlife Office  
 6010 Hidden Valley Road, Suite 101  
 Carlsbad, California 92011  
 (760) 431-9440  
 FAX (760) 431-9618



California Department of Fish and Game  
 South Coast Region  
 4949 Viewridge Avenue  
 San Diego, California 92123  
 (858) 467-4201  
 FAX (858) 467-4299

In Reply Refer To:  
 FWS/CDFG-09B0260-09TA0747

Mr. Chris Zirkle  
 Deputy Director - Open Space Division  
 San Diego Park and Recreation Department  
 City of San Diego  
 1250 6th Avenue - Mail Station 804A  
 San Diego, California 92101

MAR 20 2009

Subject: City of San Diego Acceptance of The Environmental Trust (TET) Properties

Dear Mr. Zirkle:

This joint letter from the California Department of Fish and Game (Department) and the U.S. Fish and Wildlife Service (Service) (herein referred to collectively as the Wildlife Agencies) is in response to the concerns you have raised regarding the degree to which the TET properties must be "managed" if accepted by the City. The City of San Diego has agreed to accept 14 TET parcels in fee title and/or via a conservation easement, with the goal of managing them in accordance with the City's Multiple Species Conservation Program (MSCP) (see enclosed Table 1).

The Wildlife Agencies acknowledge the current bankruptcy plan under which the City would be accepting the properties, concur that the City is not required to fulfill any mitigation obligations on these lands, and accept that some management actions will be deferred until additional funding sources are identified to allow for increased levels of management and/or stewardship. The bankruptcy settlement requires the remaining TET funds to be spent on stewardship/management activities on the subject properties to the extent the funds allow but does not require the new land owner to expend additional funds on the property beyond what is allocated through the bankruptcy settlement. However, the City's MSCP permit does require lands that are included in the preserve to be managed in accordance with the City's adopted MSCP and any area specific management directives (ASMDs) that have been developed for that area. Many of the TET properties to be transferred to the City include lands used to fulfill MSCP conservation obligations (e.g., core resource areas, wildlife corridors, etc.), including vernal pool habitat that supports the federally listed San Diego fairy shrimp (*Branchinecta sandiegonensis*), San Diego button celery (*Eryngium aristulatum* var. *parishii*), San Diego mesa mint (*Pogogyne abramsii*), and spreading navarretia (*Navarretia fossalis*). Therefore, it is important to conserve these lands and manage them consistent with MSCP.

TAKE PRIDE<sup>®</sup>  
 IN AMERICA 

Mr. Chris Zirkel (FWS/CDFG-09B0260-09TA0747)

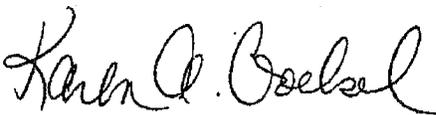
2

Under the TET bankruptcy settlement, limited funds are available for basic stewardship (e.g., fencing, signage, etc.) and management (repairs, surveys, restoration, etc.) on each property. The Wildlife Agencies understand that the remaining funds allocated to specific TET properties are unlikely to be sufficient to bring their stewardship/management to MSCP standards at this time. Thus, any TET properties that cannot be managed with the remaining funds in accordance with the City's MSCP and any applicable ASMDs should not be "counted" towards fulfilling the MSCP conservation obligations or included in the preserve and shown as "conserved" in the City's annual report until they can be managed to MSCP standards.

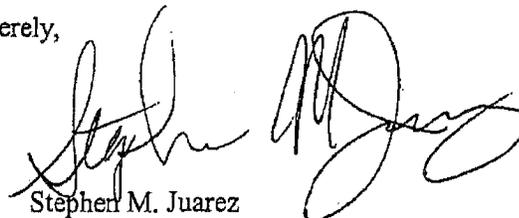
The Wildlife Agencies acknowledge this constraint and recommend that the remaining TET funds be applied to stewardship/management activities on those transferred properties in greatest need, with the balance of funding needed for such activities on all TET transferred lands coming from annual budgeting under the City's MSCP, or through various grant opportunities, until such time as a reliable regional or other funding source is identified. As one example, at present, there may not be sufficient funds to provide fencing around the properties as is currently called for in the property transfer/easement language. Additionally, spending money on fencing may not be prudent relative to other management needs. As always, the Wildlife Agencies are available to assist the City in any prioritization needed to maximize the expenditure of remaining funds for land stewardship/management on the TET transferred properties.

The Wildlife Agencies appreciate the City's efforts and collaboration on resolving the issues surrounding the TET properties and the City's willingness to accept these properties. We also look forward to assisting you in identifying funding opportunities to manage these lands to MSCP standards. If you have any questions regarding this letter, please contact Susan Wynn of the Service at (760) 431-9440 ext 216 or David Mayer at of the Department at (858) 467-4234.

Sincerely,



Karen A. Goebel  
Assistant Field Supervisor  
U.S. Fish and Wildlife Service



Stephen M. Juarez  
Environmental Program Manager  
California Department of Fish and Game

Enclosure

4707

Enclosure

TABLE 1: TET PARCELS TRANSFERRED TO CITY OF SAN DIEGO

TET ID	NAME	FEE TITLE TO GO TO	CONSERVATION EASEMENT TO	APNs
2	Black Mountain Vernal Pools North	Friends of Los Peñasquitos	City of San Diego	306-250-15 306-250-16
3	Black Mountain Vernal Pools South	Friends of Los Peñasquitos	City of San Diego	306-250-17 306-250-18 306-250-31
12	Del Mar Mesa	City of San Diego (ptn)	CDFG	306-050-29
20	K-Mart Vernal Pools	City of San Diego	CDFG	645-074-08 645-074-18 645-075-09
25	McMillin Vernal Pools	City of San Diego	CDFG	645-075-08
29	Newport 5	City of San Diego	CDFG	631-041-10
33	Otay 15	City of San Diego	CDFG	667-040-05
41	San Pasqual	City of San Diego	CDFG	276-010-03
47	Spring Canyon	City of San Diego	CDFG	645-102-01 645-102-02 645-102-03 645-102-11
52	Torrey Highlands	Friends of Los Peñasquitos	City of San Diego	306-330-03 306-340-66 306-041-33
55	West Otay Mesa A	Unknown fate	Unknown fate	645-061-01
56	West Otay Mesa B	City of San Diego	CDFG	645-061-02
57	West Otay Mesa C	City of San Diego	CDFG	645-060-07
58	Wruck Canyon	City of San Diego	CDFG	667-050-06 667-050-66 667-050-07
65	Robinhood III	Stays with owner	Unknown	646-111-30
76	East Elliot 13	City of San Diego	Unknown	366-070-37

4708

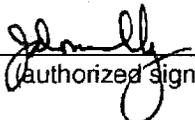
The Environmental Trust Bankruptcy  
(West Otay Mesa C project – APN 645-060-07)  
San Diego County

**CERTIFICATE OF ACCEPTANCE**

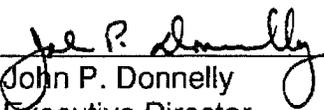
THIS IS TO CERTIFY that the interest in real property conveyed by the conservation easement deed, dated November 12, 2009 from The Environmental Trust to the STATE OF CALIFORNIA, is hereby accepted by the undersigned officer on behalf of the State of California, pursuant to authority conferred by authorization of the Wildlife Conservation Board, Department of Fish and Game, Natural Resources Agency, State of California, adopted on November 20, 2008. and the grantee consents to the recordation thereof by its duly authorized officer.

I hereby certify that all conditions for exemption have been complied with and this document is exempt from Department of General Services approval.

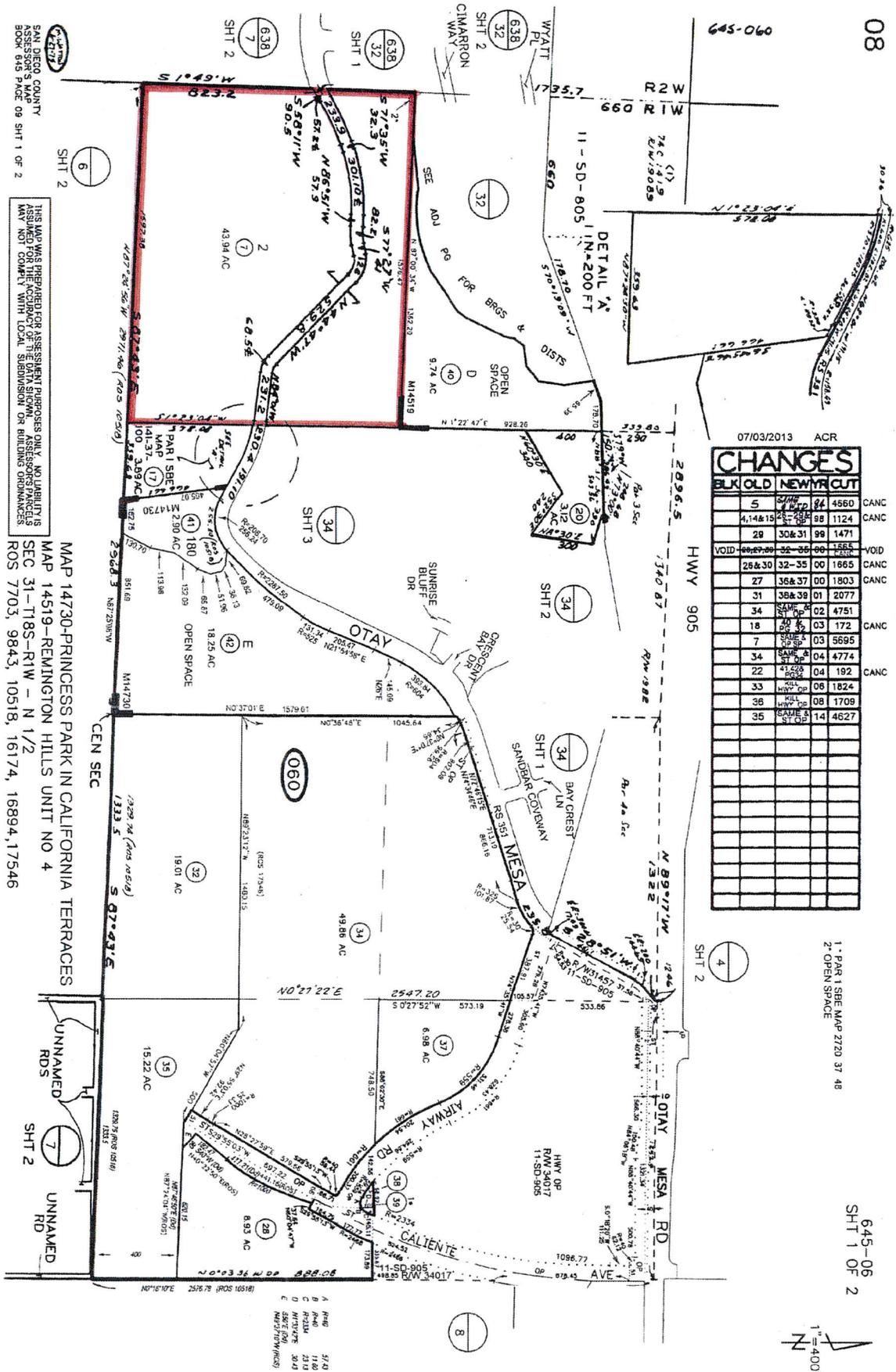
WILDLIFE CONSERVATION BOARD

By:   
(authorized signatory)

STATE OF CALIFORNIA  
Resources Agency  
Department of Fish and Game

By:   
John P. Donnelly  
Executive Director  
Wildlife Conservation Board

Date: 12/1/09



07/03/2013 ACR

BLK	OLD	NEW	CUT	
5		84	4660	CANC
4,14&15		98	1124	CANC
28	30&31	99	1471	
VOID	32-35	00	1665	VOID
28&30	32-35	00	1665	CANC
27	36&37	00	1803	CANC
31	38&39	01	2077	
34	40	02	4751	
18	41	03	172	CANC
7	42	03	5695	
34	43	04	4774	
22	44	04	192	CANC
33	45	06	1824	
36	46	08	1709	
35	47	14	4627	

THIS MAP WAS PREPARED FOR ASSIGNMENT PURPOSES ONLY. NO WARRANTIES ARE MADE BY THE ENGINEER OR SURVEYOR. THE USER MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

MAP 14730-PRINCESS PARK IN CALIFORNIA TERRACES  
 MAP 14519-REMINGTON HILLS UNIT NO 4  
 SEC 31-118S-R1W - N 1/2  
 ROS 7703, 9843, 10518, 16174, 16894, 17546

645-06  
 SHIT 1 OF 2  
 1" = 400'  
 1: PAR 1 SBE MAP 2720 37 48  
 2: OPEN SPACE

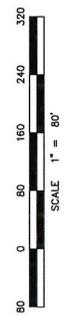
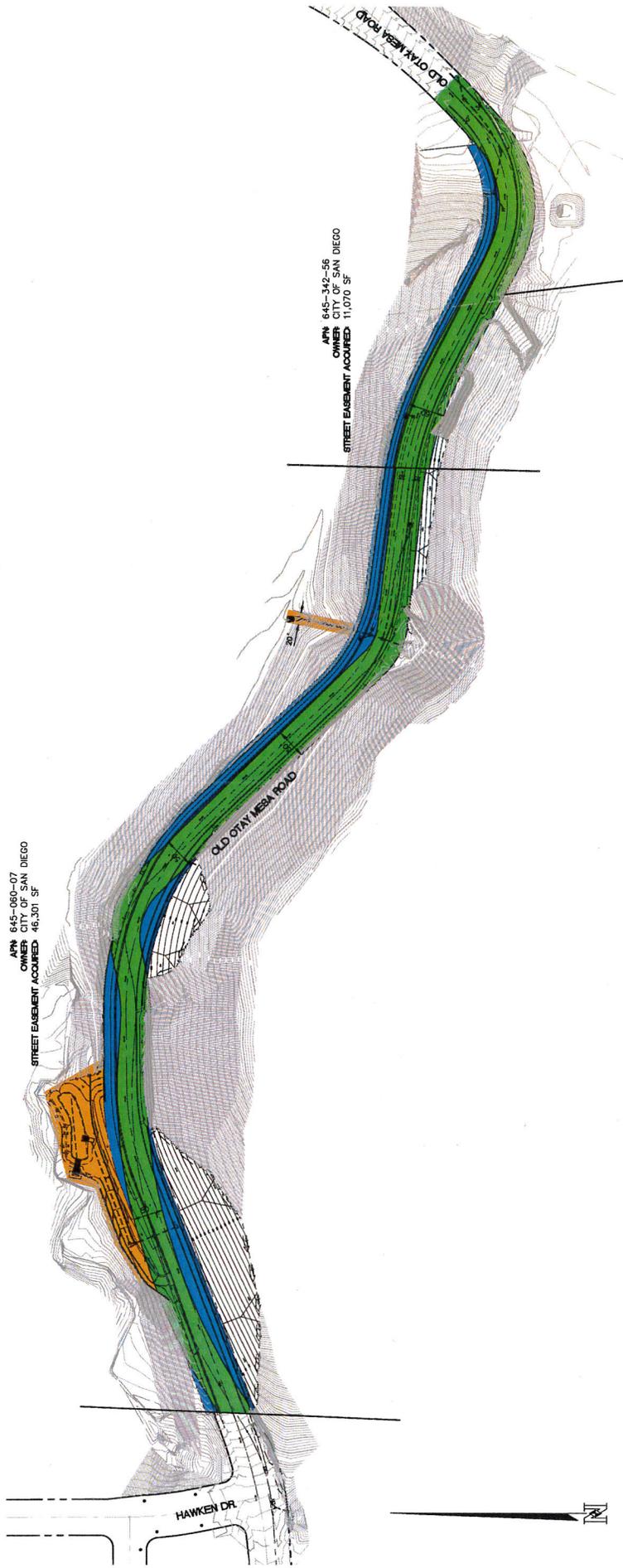
UNNAMED RDS  
 SHIT 2  
 UNNAMED RD  
 SHIT 2

A RFB 3/10  
 B RFB 2/19  
 C RFB 2/19  
 D M/S/ST/VE 3/24  
 E M/S/ST/VE/AC/CO

SHEET 1 OF 3

**LEGEND:**

- EXISTING RIGHT-OF-WAY
- PROPOSED STREET EASEMENT (57,731 SF)
- PROPOSED DRAINAGE EASEMENT (25,053 SF)



**OLD OTAY MESA ROAD WESTERLY  
RIGHT-OF-WAY DISPOSITION**



**CITY OF SAN DIEGO  
PUBLIC WORKS PROJECT**

**NASLAND ENGINEERING**  
INCORPORATED  
1000 LA JOLLA VILLAGE CENTER, SUITE 100  
SAN DIEGO, CALIFORNIA 92161-4700

## EXHIBIT "A"

## LEGAL DESCRIPTION

## PUBLIC STREET DEDICATION

## OLD OTAY MESA ROAD

ALL THAT PORTION OF LOT 2, SECTION 31, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO OFFICIAL PLAT THEREOF, GRANTED TO THE CITY OF SAN DIEGO PER DOCUMENT NO. 1999-0017870, RECORDED ON JANUARY 12, 1999, DOCUMENT NO. 1999-06728, RECORDED OCTOBER 4, 1999 AND DOCUMENT NUMBER 2009-0696278, RECORDED DECEMBER 17, 2009, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF OTAY MESA ROAD AND THE WESTERLY LINE OF SAID SECTION 31 AS SHOWN ON MAP 14460, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY SEPTEMBER 20, 2002;

THENCE ALONG SAID WESTERLY LINE NORTH 02°20'29" EAST 20.49 FEET;

THENCE DEPARTING SAID WESTERLY LINE NORTH 69°44'00" EAST 104.58 FEET TO A POINT OF CUSP AND THE BEGINNING OF A NON-TANGENT 1025.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF OTAY MESA ROAD, (RS 351), (50.00 FEET WIDE), DEDICATED PER DEED RECORDED MAY 28, 1918 IN BOOK 751, PAGE 45 OF DEEDS, (CITY DRAWING NUMBER 13477-1-L);

THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°13'35" A DISTANCE OF 75.61 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE, BEARS NORTH 26°59'19" WEST, HEREINAFTER DESIGNATED "POINT A";

THENCE CONTINUING SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 58°47'06" WEST 38.46 FEET TO THE POINT OF BEGINNING.

AREA = 900 SQ. FT. OR 0.021 ACRES, MORE OR LESS

PARCEL 2:

BEGINNING AT THE AFORESAID POINT "A", CONTINUING EASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE THOUGH A CENTRAL ANGLE OF 09°10'25" A DISTANCE OF 164.11 FEET;

THENCE CONTINUING EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 72°11'06" EAST 32.41 FEET TO THE BEGINNING OF A TANGENT 825.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY;

P.T.S. #287806  
J.O. #S-00870.02.06  
DWG. #38070-C

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°43'20" A DISTANCE OF 39.20 FEET TO THE TRUE POINT OF BEGINNING OF PARCEL 2;

THENCE CONTINUING EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY THROUGH THE FOLLOWING 5 COURSES;

- 1) ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°50'43" A DISTANCE OF 271.34 FEET;
- 2) THENCE SOUTH 86°14'54" EAST 58.01 FEET TO THE BEGINNING OF A TANGENT 275.00 FOOT RADIUS CURVE CONCAVE NORTHERLY;
- 3) THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°42'00" A DISTANCE OF 75.35 FEET;
- 4) THENCE NORTH 78°03'06" EAST 41.07 FEET TO THE BEGINNING OF A TANGENT 150.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY;
- 5) THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°33'20" A DISTANCE OF 22.40 FEET TO A POINT OF CUSP AND THE BEGINNING OF A NON-TANGENT 489.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY;

THENCE WESTERLY DEPARTING SAID NORTHERLY RIGHT-OF-WAY THROUGH THE FOLLOWING 4 COURSES;

- 1) ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°41'46" A DISTANCE OF 116.89 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 13°11'50" EAST, HEREINAFTER DESIGNATED "POINT B";
- 2) THENCE SOUTH 89°30'04" WEST 128.15 FEET TO THE BEGINNING OF A TANGENT 492.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY;
- 3) THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°01'46" A DISTANCE OF 180.58 FEET;
- 4) THENCE SOUTH 68°28'18" WEST 46.95 FEET TO THE TRUE POINT OF BEGINNING.

AREA = 8,750 SQ. FT. OR 0.201 ACRES, MORE OR LESS

PARCEL 3:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID OTAY MESA ROAD AND THE WESTERLY LINE OF SAID SECTION 31 AS SHOWN ON MAP 14460, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY SEPTEMBER 20, 2002;

THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF OTAY MESA ROAD, (RS 351), (50.00 FEET WIDE), THROUGH THE FOLLOWING 4 COURSES:

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- 1) NORTH 58°47'06" EAST 71.63 FEET TO THE BEGINNING OF A TANGENT 975.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY;
- 2) THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°24'00" A DISTANCE OF 228.03 FEET;
- 3) THENCE NORTH 72°11'06" EAST 32.41 FEET TO THE BEGINNING OF A TANGENT 775.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY;
- 4) THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°34'00" A DISTANCE OF 291.72 FEET TO A POINT OF CUSP, A RADIAL LINE TO SAID POINT OF CUSP BEARS NORTH 03°45'06" EAST, HEREINAFTER DESIGNATED "POINT C";

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE WESTERLY THROUGH THE FOLLOWING 5 COURSES:

- 1) SOUTH 89°42'03" WEST 35.70 FEET TO THE BEGINNING OF A TANGENT 414.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY;
- 2) THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°13'45" A DISTANCE OF 153.39 FEET;
- 3) THENCE SOUTH 68°28'18" WEST 140.84 FEET TO THE BEGINNING OF A TANGENT 1036.00 FOOT RADIUS CURVE CONCAVE NORTHERLY;
- 4) THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°15'42" A DISTANCE OF 22.81 FEET;
- 5) THENCE SOUTH 69°44'00" WEST 265.76 FEET TO THE WESTERLY LINE OF SAID SECTION 31;

THENCE NORTHERLY ALONG SAID WESTERLY LINE OF SECTION 31 NORTH 02°20'29" EAST 4.00 FEET TO THE POINT OF BEGINNING

AREA = 12,509 SQ. FT. OR 0.287 ACRES MORE OR LESS.

PARCEL 4:

BEGINNING AT AFORESAID "POINT C", THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF OTAY MESA ROAD, (RS 351), THROUGH THE FOLLOWING 2 COURSES:

- 1) SOUTH 86°14'24" EAST 58.01 FEET TO THE BEGINNING OF A TANGENT 325.00 FOOT RADIUS CURVE CONCAVE NORTHERLY;
- 2) THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°42'00" A DISTANCE OF 89.06 FEET TO THE TRUE POINT OF BEGINNING;

THENCE RETRACING WESTERLY ALONG THE ARC OF SAID 325.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 01°36'45" A DISTANCE OF 9.15 FEET TO A POINT OF CUSP, A RADIAL LINE TO SAID POINT OF CUSP BEARS SOUTH 10°20'09" EAST, SAID POINT ALSO BEING THE BEGINNING

P.T.S. #287806  
J.O. #S-00870.02.06  
DWG. #38070-C

OF A NON-TANGENT 417.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 06°58'40" EAST;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE EASTERLY ALONG THE ARC OF SAID 417.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 31°46'04" A DISTANCE OF 231.21 FEET, TO A POINT OF CUSP ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF OTAY MESA ROAD, (RS 351);

THENCE NORTHWESTERLY AND WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF OTAY MESA ROAD, (RS 351), THROUGH THE FOLLOWING 2 COURSES

1) NORTH 44°09'21" WEST 98.65 FEET TO THE BEGINNING OF A TANGENT 100.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY;

2) THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°47'33" A DISTANCE OF 100.87 FEET;

3) THENCE SOUTH 78°03'06" WEST 41.07 FEET TO THE TRUE POINT OF BEGINNING.

AREA = 3,941 SQ. FT. OR 0.090 ACRES, MORE OR LESS.

PARCEL 5:

BEGINNING AT AFORESAID "POINT B", BEING A POINT ON THE ARC OF A 150.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY ON SAID NORTHERLY RIGHT-OF-WAY LINE OF OTAY MESA ROAD, (RS 351), (50.00 FEET WIDE), A RADIAL BEARING TO SAID POINT BEARS NORTH 03°23'34" WEST;

THENCE EASTERLY ALONG THE ARC OF SAID 150.00 FOOT RADIUS CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE OF OTAY MESA ROAD, THROUGH A CENTRAL ANGLE OF 49°09'21" A DISTANCE OF 128.90 FEET TO THE TRUE POINT OF BEGINNING;

THENCE WESTERLY RETRACING ALONG THE ARC OF SAID 150.00 RADIUS CURVE THROUGH A CENTRAL ANGLE OF 01°54'49" A DISTANCE OF 5.01 FEET TO A POINT OF CUSP, A RADIAL BEARING TO SAID POINT OF CUSP BEARS NORTH 43°55'50" EAST, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT OF 489.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 27°20'25" EAST;

THENCE SOUTHEASTERLY DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°08'02" A DISTANCE OF 163.30 FEET;

THENCE SOUTH 43°31'33" EAST 288.98 FEET TO THE BEGINNING OF A TANGENT 261.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°52'00" A DISTANCE OF 177.05 FEET;

THENCE SOUTH 82°23'33" EAST 168.84 FEET TO THE BEGINNING OF A TANGENT 639.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY;

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I.O. #S-00870.02.06  
DWG. #38070-C

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°42'16" A DISTANCE OF 30.16 FEET TO THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 31;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE THENCE SOUTH 01°20'00" WEST 23.88 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID OTAY MESA ROAD, (RS 351), AND THE BEGINNING OF A NON-TANGENT 625.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 09°41'22" EAST;

THENCE WESTERLY AND NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY THROUGH THE FOLLOWING 4 COURSES;

- 1) ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°04'43" A DISTANCE OF 33.58;
- 2) THENCE NORTH 83°23'21" WEST 231.00 FEET TO THE BEGINNING OF A TANGENT 75.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY;
- 3) THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°14'00" A DISTANCE OF 51.36 FEET;
- 4) THENCE NORTH 44°09'21" WEST 529.48 FEET TO THE TRUE POINT OF BEGINNING.

AREA = 20,198 SQ. FT. OR 0.464 ACRES, MORE OR LESS

PARCEL 6

ALL THAT PORTION OF LOT C OF PRINCESS PARK IN CALIFORNIA TERRACES, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 14730, FILED IN THE OFFICE THE COUNTY RECORDER OF SAID COUNTY, DECEMBER 31, 2003 AS DOC. NO. 2003-1524219 OF OFFICIAL RECORDS AND GRANTED TO THE CITY OF SAN DIEGO PER DOCUMENT RECORDED DECEMBER 31, 2003 AS DOC. NO. 2003-1524262, OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF OTAY MESA ROAD, (60.00 FEET WIDE), WITH THE WESTERLY LINE OF SAID LOT "C" AS SHOWN ON SAID MAP 14730, ALSO BEING THE BEGINNING OF A 630.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 09°37'22" EAST;

THENCE SOUTHEASTERLY ALONG THE SAID NORTHERLY RIGHT-OF-WAY THROUGH THE FOLLOWING 3 COURSES;

- 1) ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°58'49" A DISTANCE OF 208.70 FEET;
- 2) THENCE SOUTH 61°23'49" EAST 191.12 FEET TO THE BEGINNING OF A TANGENT 153.70 FOOT RADIUS CURVE CONCAVE NORTHERLY;

P.T.S. #287806  
J.O. #S-00870.02.06  
DWG. #38070-C

3) THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°21'23" A DISTANCE OF 188.74 FEET TO THE WESTERLY LINE OF LOT "D" ACCORDING TO SAID MAP 14730;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF OTAY MESA ROAD NORTHERLY ALONG SAID WESTERLY LINE OF LOT "D" NORTH 06°24'53" WEST 15.41 FEET TO THE BEGINNING OF A NON-TANGENT 186.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 32°10'51" EAST;

THENCE DEPARTING SAID LINE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°21'28" A DISTANCE OF 192.69 FEET;

THENCE NORTH 62°49'23" WEST 198.26 FEET TO THE BEGINNING OF A TANGENT 639.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°51'54" A DISTANCE OF 188.09 FEET TO THE WESTERLY LINE OF SAID LOT "C";

THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF LOT "C" SOUTH 01°20'00" WEST 18.82 FEET TO THE POINT OF BEGINNING

AREA = 11,001 SQ. FT. OR 0.253 ACRES

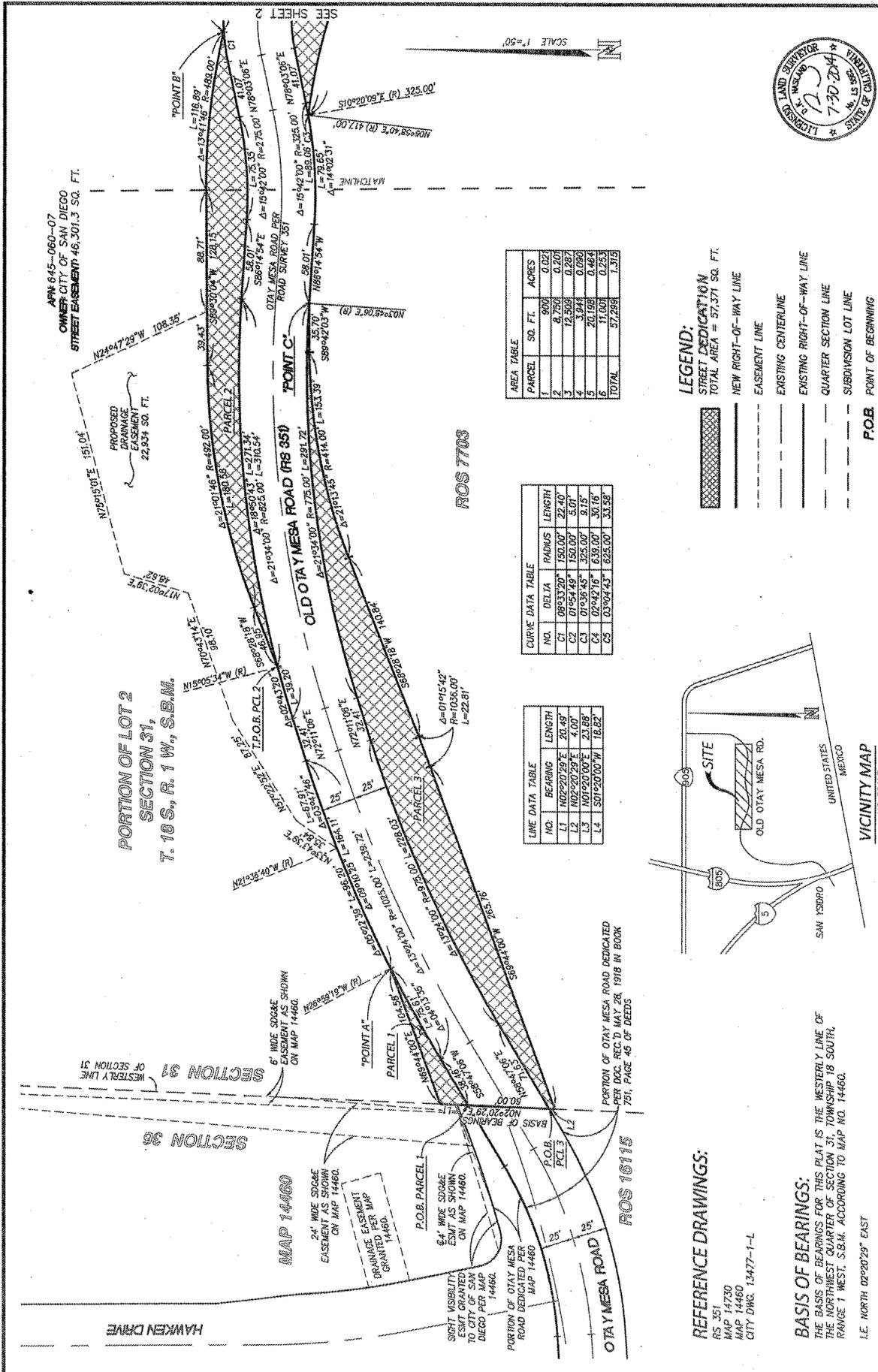
ATTACHED HERETO IS A DRAWING NO. 38070-C LABELED EXHIBIT 'B' AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER THE SUPERVISION OF:

 B-12-2014  
D.K. NASLAND, PLS 5562



P.T.S. #287806  
J.O. #S-00870.02.06  
DWG. #38070-C



AREA TABLE

PARCEL	SQ. FT.	ACRES
1	900	0.027
2	8,750	0.200
3	12,500	0.287
4	3,944	0.090
5	20,198	0.464
6	11,001	0.253
TOTAL	57,298	1.319

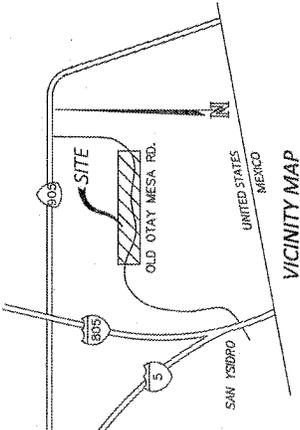
CURVE DATA TABLE

NO.	DELTA	RADIUS	LENGTH
C1	083°37'00"	150.00'	292.40'
C2	01°56'45"	325.00'	4.01'
C3	01°56'45"	325.00'	4.01'
C4	02°42'16"	638.00'	30.16'
C5	03°04'43"	625.00'	33.98'

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N02°20'29"E	20.49'
L2	N02°20'29"E	4.00'
L3	N01°20'00"E	23.68'
L4	S01°20'00"W	18.82'

**LEGEND:**  
**STREET DEDICATION**  
 TOTAL AREA = 57,371 SQ. FT.  
 NEW RIGHT-OF-WAY LINE  
 EASEMENT LINE  
 EXISTING CENTERLINE  
 EXISTING RIGHT-OF-WAY LINE  
 QUARTER SECTION LINE  
 SUBDIVISION LOT LINE  
**POB** POINT OF BEGINNING



**REFERENCE DRAWINGS:**  
 RS 351  
 MAP 14230  
 MAP 14460  
 CITY DWG. 13477-1-L

**BASIS OF BEARINGS:**  
 THE BASIS OF BEARINGS FOR THIS PLAT IS THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 18 SOUTH, RANGE 1 WEST, S.B.M. ACCORDING TO MAP NO. 14460.  
 I.E. NORTH 02°20'29" EAST

**NASLAND**  
 4740 Ruffner Street, San Diego, California 92111, 619-293-7770  
 CIVIL ENGINEERING SURVEYING LAND PLANNING

SCALE 1" = 50'

NE JOB NO. 105-021.1

NO. OF SHEETS 3

SHEET 1 OF 3

DATE 8/15/14

FOR CITY ENGINEER *Isabel R. Lopez*

STATUS

**PUBLIC STREET DEDICATION EXHIBIT**  
 OLD OTAY MESA ROAD - WESTERLY  
 CITY OF SAN DIEGO

CITY OF SAN DIEGO, CALIFORNIA

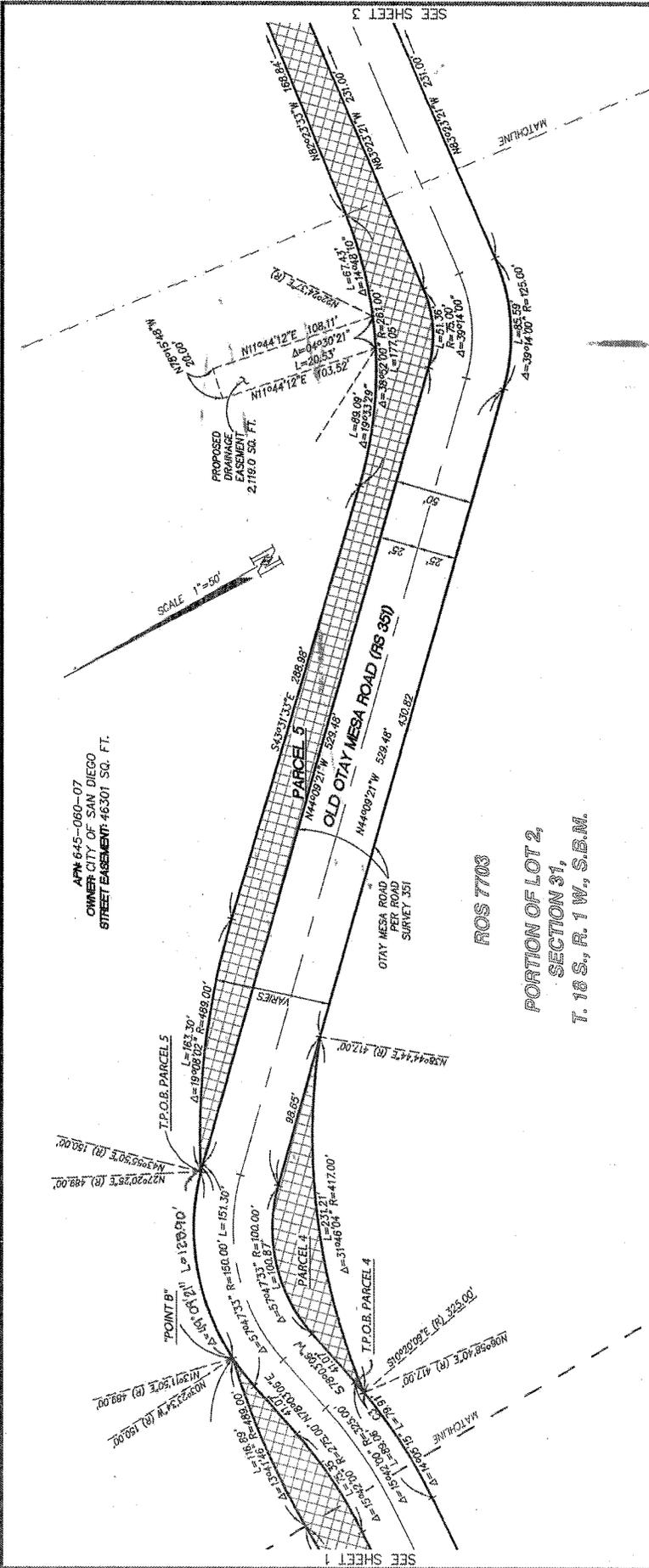
P.T.S. No. 282808  
 W.B.S. # S-0087020208

1784-6319  
 CCS AS COORDINATES

144-1759  
 NAD83 COORDINATES

38070-1-C





APN 645-060-07  
OWNER: CITY OF SAN DIEGO  
STREET EASEMENT 46,301 SQ. FT.

ROS 7703

PORTION OF LOT 2,  
SECTION 31,  
T. 10 S., R. 1 W., S.B.M.

AREA TABLE

PARCELS	SQ FT	ACRES
1	900	0.02
2	6,750	0.20
3	12,500	0.29
4	3,944	0.09
5	20,198	0.46
6	11,000	0.25
TOTAL	57,299	1.315

- LEGEND:**
- STREET DEDICATION  
TOTAL AREA = 57,571 SQ. FT.
  - NEW RIGHT-OF-WAY LINE
  - EASEMENT LINE
  - EXISTING CENTERLINE
  - EXISTING RIGHT-OF-WAY LINE
  - QUARTER SECTION LINE
  - SUBDIVISION LOT LINE
  - P.O.B. POINT OF BEGINNING

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N02°20'29"E	20.49'
L2	N02°20'29"E	4.90'
L3	N01°20'00"E	23.88'
L4	S01°20'00"W	18.62'

CURVE DATA TABLE

NO.	DELTA	RADIUS	LENGTH
C1	085°37'0"	150.00'	22.40'
C2	075°54'49"	150.00'	5.01'
C3	010°38'45"	323.00'	5.15'
C4	02°42'16"	639.00'	34.16'
C5	03°04'43"	823.00'	33.39'



<p><b>PUBLIC STREET DEDICATION EXHIBIT</b> OLD OTAY MESA ROAD - WESTERLY CITY OF SAN DIEGO</p>		CITY OF SAN DIEGO, CALIFORNIA SHEET 2 OF 3 SHEETS FOR CITY ENGINEER <i>David R. De Roy</i> DATE: 8/12/14	P.T.S. No. 287806 W.B.S. # S-0827020208 1784-6319 144-1759 38070-2-C
		BY: APPROVED: MLJ DATE: 07/30/2014 FILED: 8/5/14	STATUS:
NE JOB NO. 109-011.1 <b>NASLAND</b> 4740 Rutherford Street, San Diego, California, 92111 858-292-7770 CIVIL ENGINEERS SURVEYORS LAND PLANNING		SCALE 1" = 50' 	



## EXHIBIT "A"

## LEGAL DESCRIPTION

## PARCEL 'A'

ALL THAT PORTION OF LOT 2, SECTION 31, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO OFFICIAL PLAT THEREOF, GRANTED TO THE CITY OF SAN DIEGO PER DOCUMENT NO. 1999-0017870, RECORDED ON JANUARY 12, 1999, DOCUMENT NO. 1999-06728, RECORDED OCTOBER 4, 1999 AND DOCUMENT NUMBER 2009-0696278, RECORDED DECEMBER 17, 2009, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE INTERSECTION OF THE NORTHERLY LINE OF OTAY MESA ROAD AND THE WESTERLY LINE OF SAID SECTION 31 AS SHOWN ON MAP 14460, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY SEPTEMBER 20, 2002;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF OTAY MESA ROAD, (RS 351), (50.00 FEET WIDE), DEDICATED PER DEED RECORDED MAY 28, 1918 IN BOOK 751, PAGE 45 OF DEEDS, (CITY DRAWING NUMBER 13477-1-L) NORTH  $58^{\circ}47'06''$  EAST 38.46 FEET TO THE BEGINNING OF A TANGENT 1025.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY;

THENCE NORTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $09^{\circ}36'14''$  A DISTANCE OF 171.81 FEET TO THE TRUE POINT OF BEGINNING.

THENCE NORTH  $33^{\circ}43'39''$  EAST, 35.84 FEET;

THENCE NORTH  $57^{\circ}22'52''$  EAST, 87.25 FEET;

THENCE NORTH  $70^{\circ}43'14''$  EAST, 98.10 FEET;

THENCE NORTH  $17^{\circ}02'39''$  EAST, 48.62 FEET;

THENCE NORTH  $75^{\circ}15'01''$  EAST, 151.04 FEET;

THENCE SOUTH  $24^{\circ}47'29''$  EAST, 108.35 FEET;

THENCE SOUTH  $89^{\circ}30'04''$  WEST 39.43 FEET TO THE BEGINNING OF A TANGENT 492.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY;

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $21^{\circ}01'46''$  A DISTANCE OF 180.58 FEET;

THENCE SOUTH  $68^{\circ}28'18''$  WEST 46.95 FEET TO SAID NORTHERLY RIGHT-OF-WAY AND THE BEGINNING OF A NON-TANGENT 825.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY A RADIAL TO SAID POINT BEARS NORTH  $15^{\circ}05'34''$  WEST;

THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $02^{\circ}43'20''$  A DISTANCE OF 39.20;

P.T.S. #287806  
J.O. #S-00870.02.06  
DWG. #38385C

THENCE SOUTH 72°11'06" WEST, 32.41 FEET TO THE BEGINNING OF A TANGENT 1025.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY;

THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°47'46" A DISTANCE OF 67.91 FEET TO THE TRUE POINT OF BEGINNING.

AREA = 22,934 SQ. FT. OR 0.527 ACRES, MORE OR LESS

PREPARED UNDER THE SUPERVISION OF:

                    *DJ*                    12-11-2014  
D.K. NASLAND, PLS 5562



P.T.S. #287806  
J.O. #S-00870.02.06  
DWG. #38385-C

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 'B'

ALL THAT PORTION OF LOT 2, SECTION 31, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO OFFICIAL PLAT THEREOF, GRANTED TO THE CITY OF SAN DIEGO PER DOCUMENT NO. 1999-0017870, RECORDED ON JANUARY 12, 1999, DOCUMENT NO. 1999-06728, RECORDED OCTOBER 4, 1999 AND DOCUMENT NUMBER 2009-0696278, RECORDED DECEMBER 17, 2009, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE WESTERLY CORNER OF PARCEL 5 OF THAT CERTAIN CITY OF SAN DIEGO EXHIBIT PER DRAWING NUMBER 38070-C BEARING THE TITLE 'PUBLIC STREET DEDICATION EXHIBIT, OLD OTAY MESA ROAD - WESTERLY, CITY OF SAN DIEGO' DATED AUGUST 12, 2014;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 5 THE FOLLOWING THREE COURSES:

SAID WESTERLY CORNER BEING THE BEGINNING OF A 489.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 27°20'25" EAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°08'02" A DISTANCE OF 163.30 FEET;

THENCE SOUTH 43°31'33" EAST 288.98 FEET TO THE BEGINNING OF A TANGENT 261.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°33'29" A DISTANCE OF 89.09 FEET THE TRUE POINT OF BEGINNING.

THENCE NORTH 11°44'12" EAST, 103.52 FEET;

THENCE SOUTH 78°15'48" EAST, 20.00 FEET;

THENCE SOUTH 11°44'12" WEST, 108.11 FEET TO THE NORTHERLY LINE OF SAID PARCEL 5;

SAID POINT BEING BEGINNING OF A NON-TANGENT OF 261.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 22°24'37" EAST;

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°30'21" A DISTANCE OF 20.53 FEET TO THE TRUE POINT OF BEGINNING.

AREA = 2,119 SQ. FT. OR 0.049 ACRES, MORE OR LESS

P.T.S. #287806  
J.O. #S-00870.02.06  
DWG. #38385-C

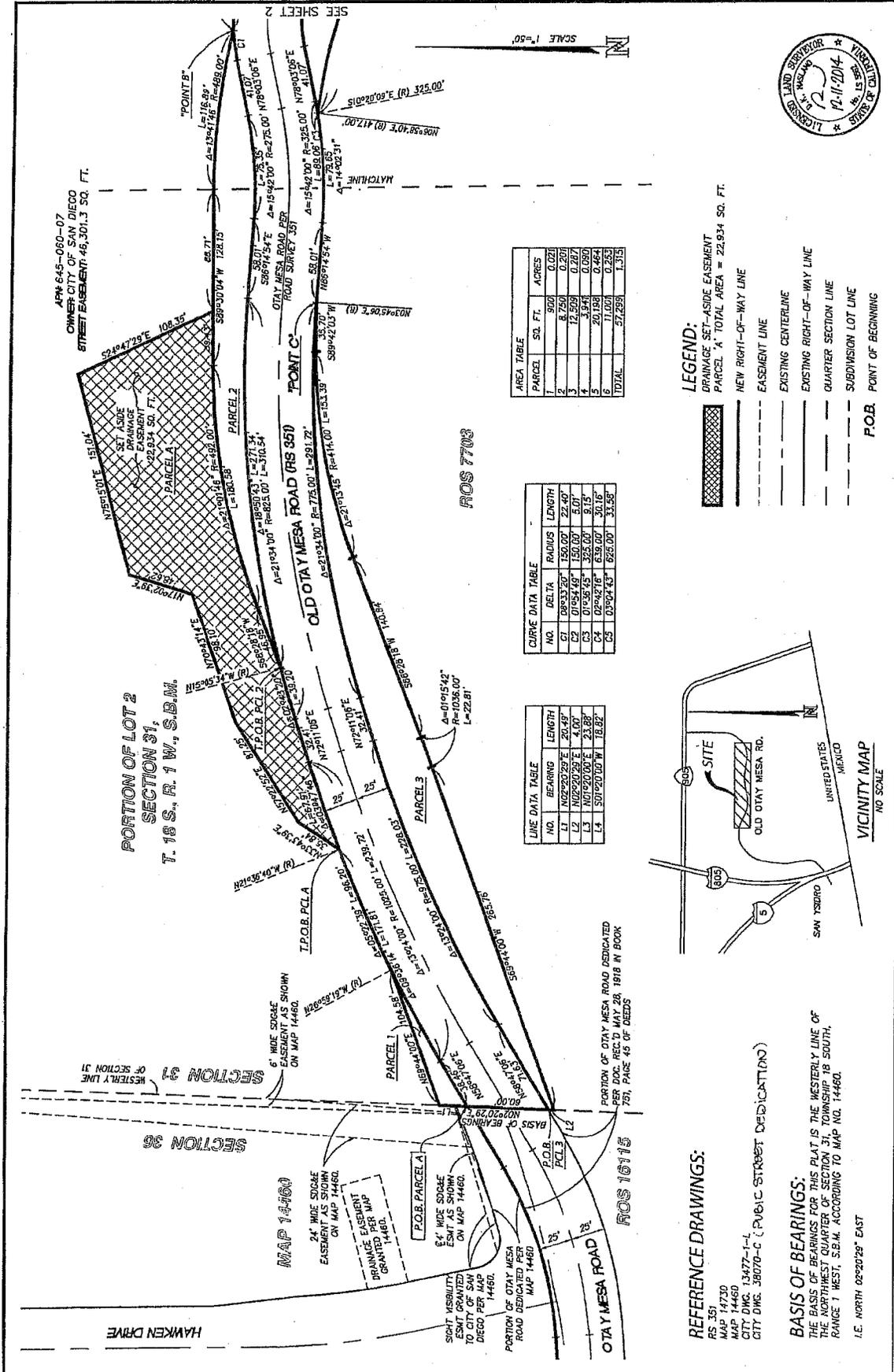
PREPARED UNDER THE SUPERVISION OF:

*RJ* 12-11-2014

D.K. NASLAND, PLS 5562



P.T.S. #287806  
J.O. #S-00870.02.06  
DWG. #3835-C



AREA TABLE

PARCEL	SQ. FT.	ACRES
1	900	0.026
2	8,750	0.200
3	12,509	0.287
4	3,945	0.090
5	20,198	0.464
TOTAL	46,202	1.067

CURVE DATA TABLE

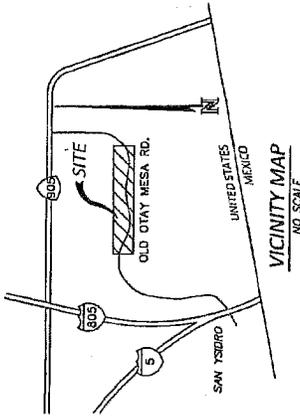
NO.	DELTA	RADIUS	LENGTH
C1	08°33'20"	150.00'	22.40'
C2	01°54'48"	150.00'	5.07'
C3	01°56'45"	325.00'	9.15'
C4	02°42'16"	639.00'	30.16'
C5	03°04'43"	695.00'	33.56'

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N02°20'29"E	20.49'
L2	N02°20'29"E	4.00'
L3	N07°20'00"E	23.28'
L4	S01°20'00"W	18.82'

**LEGEND:**

- GRASS SET ASIDE EASEMENT
- PARCEL A TOTAL AREA = 22,934 SQ. FT.
- NEW RIGHT-OF-WAY LINE
- EASEMENT LINE
- EXISTING CENTERLINE
- EXISTING RIGHT-OF-WAY LINE
- QUARTER SECTION LINE
- SUBDIVISION LOT LINE
- P.O.B. POINT OF BEGINNING



**REFERENCE DRAWINGS:**

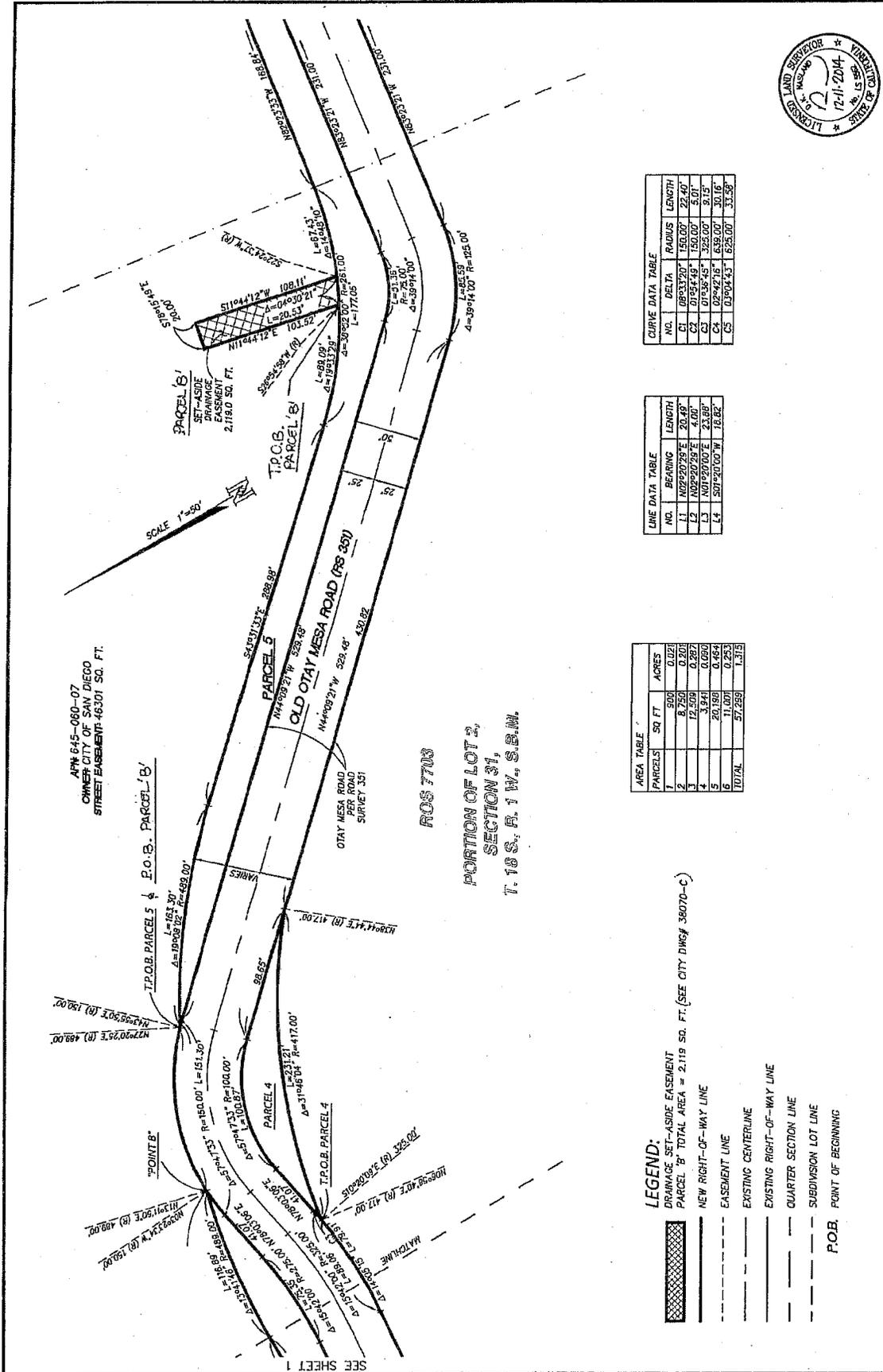
RS 351  
 MAP 14730  
 MAP 14460  
 CITY DMC 13477-1-1  
 CITY DMC 3670-C (PUBLIC STREET DEDICATION)

**BASIS OF BEARINGS:**

THE BASIS OF BEARINGS FOR THIS PLAT IS THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 18 SOUTH, RANGE 1 WEST, S.B.M. ACCORDING TO MAP NO. 14460.  
 I.E. NORTH 02°20'29" EAST

<p><b>NASLAND</b>                  4140 Ruffin Street, San Diego, California, 92131 352-382-7770                  CIVIL ENGINEERING SURVEYING LAND PLANNING</p>		<p>RE JOB NO. 109-011.1</p>
<p><b>DRAINAGE SET ASIDE EASEMENT EXHIBIT</b>                  IN A PORTION OF LOT 2, SECTION 31                  T18S, R15W, S.B.M.</p>		<p>CITY OF SAN DIEGO, CALIFORNIA                  SHEET 1 OF 2 SHEETS                  DATE 6/23/14                  FOR CITY ENGINEER                  STATUS</p>
<p>DESCRIPTION ORIGINAL</p>	<p>BY APPROVED</p>	<p>DATE FILED</p>
<p>11/21/2014</p>	<p>J.M.</p>	<p>12/20/14</p>
<p>P.T.S. No. 287806                  N.E.S. # S-0087002.06                  1794-6319                  144-1759                  38385-1-C</p>		





**CURVE DATA TABLE**

NO.	DELTA	RADIUS	LENGTH
C1	105°33'27"	150.00'	22.40'
C2	101°54'48"	150.00'	5.01'
C3	101°54'48"	150.00'	5.01'
C4	109°42'18"	150.00'	30.16'
C5	109°42'18"	150.00'	33.59'

**LINE DATA TABLE**

NO.	BEARING	LENGTH
L1	N09°20'25" E	20.49'
L2	N09°20'25" E	2.46'
L3	N09°20'25" E	2.46'
L4	S07°20'00" W	12.62'

**AREA TABLE**

PARCELS	SQ FT	ACRES
1	9,500	0.22
2	1,750	0.04
3	1,750	0.04
4	3,344	0.08
5	20,138	0.46
6	11,001	0.25
TOTAL	57,289	1.31

- LEGEND:**
- DRAINAGE SET-ASIDE EASEMENT
  - PARCEL 5 TOTAL AREA = 2,119 SQ. FT. (SEE CITY DING# 38070-C)
  - NEW RIGHT-OF-WAY LINE
  - EASEMENT LINE
  - EXISTING CENTERLINE
  - EXISTING RIGHT-OF-WAY LINE
  - QUARTER SECTION LINE
  - SUBDIVISION LOT LINE
  - P.O.B. POINT OF BEGINNING



**NASLAND**  
4740 Hunter Street, San Diego, California, 92111 355-932-7770  
CIVIL ENGINEERING SURVEYING LAND PLANNING

PROJECT NO. 107/011.1

**DRAINAGE SET ASIDE EASEMENT EXHIBIT**  
IN A PORTION OF LOT 2, SECTION 31  
T18S, R1W, S.B.M.

SCALE 1" = 50'

DESCRIPTION	BY	APPROVED	DATE	FILED	STATUS
ORIGINAL	JRW	[Signature]	11/21/2014		
			12/19/14		

P.T.S. No. 287806  
M.B.S. # S-0803030206  
SHEET 2 OF 2 SHEETS

1784-6310  
DATE 11/21/14  
DAVID A. G. G.  
P.E. CITY ENGINEER

144-1759  
M.B.S. COORDINATES  
38385-2-C

## EXHIBIT "A"

## LEGAL DESCRIPTION

USE OF CDFW CONSERVATION EASEMENT  
FOR PUBLIC STREET PURPOSES

ALL THAT PORTION OF LOT 2, SECTION 31, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO OFFICIAL PLAT THEREOF, GRANTED TO THE CITY OF SAN DIEGO PER DOCUMENT NO. 1999-0017870, RECORDED ON JANUARY 12, 1999, DOCUMENT NO. 1999-06728, RECORDED OCTOBER 4, 1999 AND DOCUMENT NUMBER 2009-0696278, RECORDED DECEMBER 17, 2009, OFFICIAL RECORDS; IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF OTAY MESA ROAD AND THE WESTERLY LINE OF SAID SECTION 31 AS SHOWN ON MAP 14460, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY SEPTEMBER 20, 2002;

THENCE NORTHERLY ALONG SAID WESTERLY LINE NORTH  $02^{\circ}20'29''$  EAST 20.49 FEET;

THENCE DEPARTING SAID WESTERLY LINE EASTERLY NORTH  $69^{\circ}44'00''$  EAST 104.58 FEET TO A POINT OF CUSP AND THE BEGINNING OF A NON-TANGENT 1025.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF OTAY MESA ROAD, (RS 351), (50.00 FEET WIDE), DEDICATED PER DEED RECORDED MAY 28, 1918 IN BOOK 751, PAGE 45 OF DEEDS, (CITY DRAWING NUMBER 13477-1-L);

THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $04^{\circ}13'35''$  A DISTANCE OF 75.61 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE, BEARS NORTH  $26^{\circ}59'19''$  WEST, HEREINAFTER DESIGNATED "POINT A";

THENCE CONTINUING SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH  $58^{\circ}47'06''$  WEST 38.46 FEET TO THE POINT OF BEGINNING.

AREA = 900 SQ. FT. OR 0.021 ACRES, MORE OR LESS

PARCEL 2:

BEGINNING AT THE AFORESAID POINT "A", CONTINUING ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE EASTERLY THROUGH A CENTRAL ANGLE OF  $05^{\circ}22'39''$  A DISTANCE OF 96.20 FEET;

THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY NORTH  $33^{\circ}43'39''$  EAST 35.84 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTHEASTERLY AND NORTHERLY THROUGH THE FOLLOWING 4 COURSES,

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DWG. #38170-C

- 1) NORTH 57°22'52" EAST 87.25 FEET;
- 2) THENCE NORTH 70°43'14" EAST 98.10 FEET;
- 3) THENCE NORTH 17°02'39" EAST 48.62 FEET;
- 4) THENCE NORTH 75°15'01" EAST 151.04 FEET;

THENCE SOUTHERLY AND EASTERLY ALONG THE FOLLOWING 3 COURSES,

- 1) SOUTH 24°47'29" EAST 108.35 FEET;
- 2) THENCE NORTH 89°30'04" EAST 88.71 FEET TO THE BEGINNING OF A TANGENT 489.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY;
- 3) THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°41'46" A DISTANCE OF 116.89 FEET TO A POINT OF CUSP, A RADIAL LINE TO SAID POINT OF CUSP BEARS NORTH 13°11'50" EAST, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID OTAY MESA ROAD AND THE BEGINNING OF A NON-TANGENT 150.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 03°23'34" WEST, HEREINAFTER DESIGNATED "POINT B";

THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF WAY LINE THROUGH THE FOLLOWING 7 COURSES;

- 1) ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°33'20" A DISTANCE OF 22.40 FEET;
- 2) THENCE SOUTH 78°03'06" WEST 41.07 FEET TO THE BEGINNING OF A TANGENT 275.00 FOOT RADIUS CURVE CONCAVE NORTHERLY;
- 3) THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°42'00" A DISTANCE OF 75.35 FEET;
- 4) THENCE NORTH 86°14'54" WEST 58.01 FEET TO THE BEGINNING OF A TANGENT 825.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY;
- 5) THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°34'00" A DISTANCE OF 310.54 FEET;
- 6) THENCE SOUTH 72°11'06" WEST 32.41 FEET TO THE BEGINNING OF A TANGENT 1025.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY;
- 7) THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°47'46" A DISTANCE OF 67.91 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 33°43'39" EAST 35.84 FEET TO THE TRUE POINT OF BEGINNING.

P.T.S. #287806  
W.B.S. # S-00870.02.06  
DWG. #38170-C

AREA = 31,683.11 SQ. FT. OR 0.727 ACRE, MORE OR LESS

PARCEL 3:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID OTAY MESA ROAD AND THE WESTERLY LINE OF SAID SECTION 31 AS SHOWN ON MAP 14460, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY SEPTEMBER 20, 2002;

THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF OTAY MESA ROAD, (RS 351), (50.00 FEET WIDE), THROUGH THE FOLLOWING 4 COURSES:

- 1) NORTH 58°47'06" EAST 71.63 FEET TO THE BEGINNING OF A TANGENT 975.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY;
- 2) THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°24'00" A DISTANCE OF 228.03 FEET;
- 3) THENCE NORTH 72°11'06" EAST 32.41 FEET TO THE BEGINNING OF A TANGENT 775.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY;
- 4) THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°34'00" A DISTANCE OF 291.72 FEET TO A POINT OF CUSP, A RADIAL LINE TO SAID POINT OF CUSP BEARS NORTH 03°45'06" EAST, HEREINAFTER DESIGNATED "POINT C";

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE WESTERLY THROUGH THE FOLLOWING 5 COURSES:

- 1) SOUTH 89°42'03" WEST 35.70 FEET TO THE BEGINNING OF A TANGENT 414.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY;
- 2) THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°13'45" A DISTANCE OF 153.39 FEET;
- 3) THENCE SOUTH 68°28'18" WEST 140.84 FEET TO THE BEGINNING OF A TANGENT 1036.00 FOOT RADIUS CURVE CONCAVE NORTHERLY;
- 4) THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°15'42" A DISTANCE OF 22.81 FEET;
- 5) THENCE SOUTH 69°44'00" WEST 265.76 FEET TO THE WESTERLY LINE OF SAID SECTION 31;

THENCE NORTHERLY ALONG SAID WESTERLY LINE OF SECTION 31 NORTH 02°20'29" EAST 4.00 FEET TO THE POINT OF BEGINNING

AREA = 12,509 SQ. FT. OR 0.287 ACRE, MORE OR LESS.

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DWG. #38170-C

PARCEL 4:

BEGINNING AT AFORESAID "POINT C", THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF OTAY MESA ROAD, (RS 351), THROUGH THE FOLLOWING 2 COURSES:

- 1) SOUTH 86°14'24" EAST 58.01 FEET TO THE BEGINNING OF A TANGENT 325.00 FOOT RADIUS CURVE CONCAVE NORTHERLY;
- 2) THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°42'00" A DISTANCE OF 89.06 FEET TO THE TRUE POINT OF BEGINNING;

THENCE RETRACING WESTERLY ALONG THE ARC OF SAID 325.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 01°36'45" A DISTANCE OF 9.15 FEET TO A POINT OF CUSP, A RADIAL LINE TO SAID POINT OF CUSP BEARS SOUTH 10°20'09" EAST, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT 417.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 06°58'40" EAST;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE EASTERLY ALONG THE ARC OF SAID 417.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 31°46'04" A DISTANCE OF 231.21 FEET, TO A POINT OF CUSP ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF OTAY MESA ROAD, (RS 351);

THENCE NORTHWESTERLY AND WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF OTAY MESA ROAD, (RS 351), THROUGH THE FOLLOWING 2 COURSES:

- 1) NORTH 44°09'21" WEST 98.65 FEET TO THE BEGINNING OF A TANGENT 100.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY;
- 2) THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°47'33" A DISTANCE OF 100.87 FEET;
- 3) THENCE SOUTH 78°03'06" WEST 41.07 FEET TO THE TRUE POINT OF BEGINNING.

AREA = 3,941 SQ. FT. OR 0.090 ACRE, MORE OR LESS

PARCEL 5:

BEGINNING AT AFORESAID "POINT B", BEING A POINT ON THE ARC OF A 150.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY ON SAID NORTHERLY RIGHT-OF-WAY LINE OF OTAY MESA ROAD, (RS 351), (50.00 FEET WIDE), A RADIAL BEARING TO SAID POINT BEARS NORTH 03°23'34" WEST;

THENCE EASTERLY ALONG THE ARC OF SAID 150.00 FOOT RADIUS CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE OF OTAY MESA ROAD, THROUGH A CENTRAL ANGLE OF 49°14'13" A DISTANCE OF 128.90 FEET TO THE TRUE POINT OF BEGINNING;

THENCE WESTERLY RETRACING ALONG THE ARC OF SAID 150.00 RADIUS CURVE THROUGH A CENTRAL ANGLE OF 01°54'49" A DISTANCE OF 5.01 FEET TO A POINT OF CUSP, A RADIAL BEARING TO

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SAID POINT OF CUSP BEARS NORTH 43°55'50" EAST, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT OF 489.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 27°20'25" EAST;

THENCE SOUTHEASTERLY DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°08'02" A DISTANCE OF 163.30 FEET;

THENCE SOUTH 43°31'33" EAST 288.98 FEET TO THE BEGINNING OF A TANGENT 261.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°33'29" A DISTANCE OF 89.09 FEET;

THENCE NON-TANGENT TO LAST SAID CURVE, NORTH 11°44'12" EAST 103.52 FEET;

THENCE SOUTH 78°15'48" EAST 20.00 FEET;

THENCE SOUTH 11°44'12" WEST 108.11 FEET TO THE BEGINNING OF A NON-TANGENT 261.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 22°24'37" WEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°48'10" A DISTANCE OF 67.43 FEET;

THENCE SOUTH 82°23'33" EAST 168.84 FEET TO THE BEGINNING OF A TANGENT 639.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°42'16" A DISTANCE OF 30.16 FEET TO THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 31;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE SOUTH 01°20'00" WEST 23.88 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID OTAY MESA ROAD, (RS 351), AND THE BEGINNING OF A NON-TANGENT 625.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 09°41'22" EAST;

THENCE CONTINUING WESTERLY AND NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY THROUGH THE FOLLOWING 4 COURSES;

1) ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°04'43" A DISTANCE OF 33.58;

2) THENCE NORTH 83°23'21" WEST 231.00 FEET TO THE BEGINNING OF A TANGENT 75.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY;

3) THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°14'00" A DISTANCE OF 51.36 FEET;

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4) THENCE NORTH 44°09'21" WEST 529.48 FEET TO THE TRUE POINT OF BEGINNING.

AREA = 22,317.53 SQ. FT. OR 0.512 ACRE, MORE OR LESS.

PARCEL A:

BEGINNING AT THE AFORESAID POINT "C";

1) THENCE SOUTH 59°58'22" WEST 191.03 FEET;

2) THENCE SOUTH 51°07'29" WEST 95.76 FEET;

3) THENCE SOUTH 75°01'07" WEST 94.15 FEET;

4) THENCE SOUTH 84°51'56" WEST 170.43 FEET;

5) THENCE NORTH 80°34'58" WEST 87.65 FEET;

6) THENCE NORTH 69°44'00" EAST 265.76 FEET TO THE BEGINNING OF A TANGENT 1036.00 FOOT RADIUS CURVE CONCAVE NORTHERLY;

7) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°15'42" A DISTANCE OF 22.81 FEET;

8) THENCE NORTH 68°28'18" EAST 140.84 FEET TO THE BEGINNING OF A TANGENT 414.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY;

9) THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°13'45" A DISTANCE OF 153.39 FEET;

10) THENCE NORTH 89°42'03" EAST 35.70 FEET TO THE POINT OF BEGINNING.

AREA = 36,548 SQ. FT. OR 0.839 ACRE, MORE OR LESS

PARCEL B

BEGINNING AT THE TRUE POINT OF BEGINNING OF SAID PARCEL 4;

1) THENCE WESTERLY ALONG THE ARC OF SAID 325.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 01°36'45" A DISTANCE OF 9.15 FEET A RADIAL LINE TO SAID POINT OF BEARS SOUTH 10°20'09" EAST;

2) THENCE SOUTH 00°44'02" EAST 39.00 FEET TO THE TRUE POINT OF BEGINNING.

3) THENCE SOUTH 58°23'08" EAST 135.40 FEET;

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DWG. #38170-C

3) THENCE NORTH 77°17'58" EAST 96.88 FEET TO THE BEGINNING OF A NON-TANGENT 417.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 38°44'44" EAST;

4) THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°46'04" A DISTANCE OF 231.21 FEET;

5) THENCE SOUTH 00°44'02" EAST 39.00 FEET TO THE TRUE POINT OF BEGINNING.

AREA = 11,094 SQ. FT. OR 0.255 ACRE,

PARCEL C:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF LOT 2 OF SECTION 31 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID OTAY MESA ROAD, (RS 351, 50.00 FEET WIDE);

1) THENCE SOUTHERLY ALONG SAID EASTERLY LINE SOUTH 01°20'00" WEST 34.98 FEET;

2) THENCE DEPARTING SAID EASTERLY LINE NORTH 80°44'27" WEST 181.45 FEET;

3) THENCE NORTH 66°28'51" WEST 95.31 FEET TO SAID SOUTHERLY RIGHT-OF-WAY;

4) THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY SOUTH 83°23'21" EAST 231.00 FEET TO THE BEGINNING OF A TANGENT 575.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY;

5) THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°48'40" A DISTANCE OF 38.25 FEET TO THE POINT OF BEGINNING.

AREA = 6,971 SQ. FT. OR 0.160 ACRE, MORE OR LESS

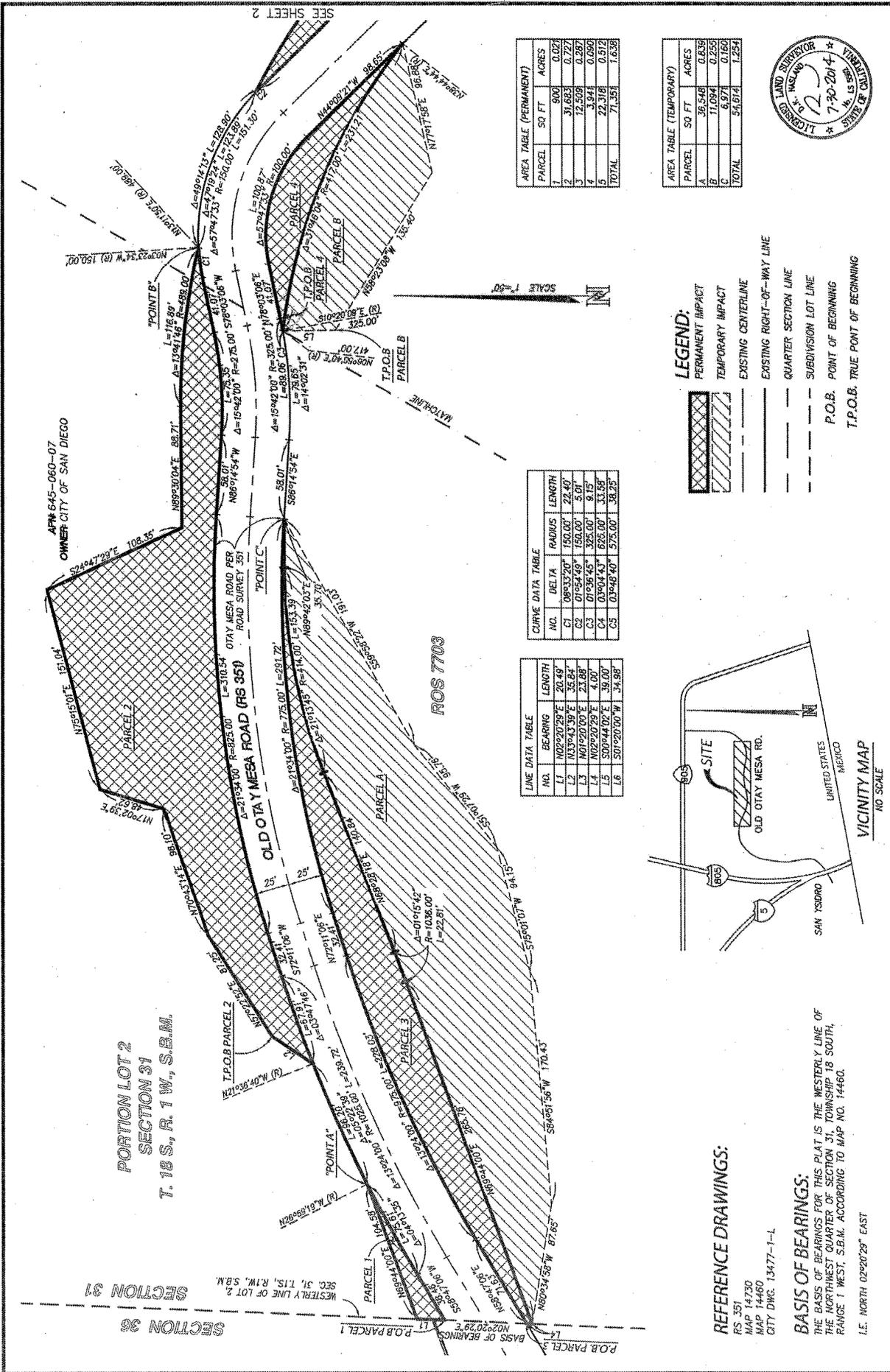
ATTACHED HERETO IS A DRAWING NO. 38170-C LABELED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER THE SUPERVISION OF:

*D.K. Nasland* 8-12-2014  
D.K. NASLAND, PLS 5562



P.T.S. #287806  
W.B.S. # S-00870.02.06  
DWG. #38170-C



OWNER CITY OF SAN DIEGO  
APN 645-060-07

PORTION LOT 2  
SECTION 31  
T. 18 S., R. 1 W., S.B.M.

SECTION 36  
SECTION 31  
WESTERLY LINE OF LOT 2  
SEC. 31, T1S, R1W, S.B.M.

AREA TABLE (PERMANENT)

PARCEL	SQ. FT.	ACRES
1	800	0.023
2	31,653	0.727
3	12,559	0.287
4	3,941	0.091
5	22,218	0.512
TOTAL	71,151	1.639

AREA TABLE (TEMPORARY)

PARCEL	SQ. FT.	ACRES
A	36,548	0.839
B	11,094	0.255
C	6,971	0.160
TOTAL	54,614	1.254

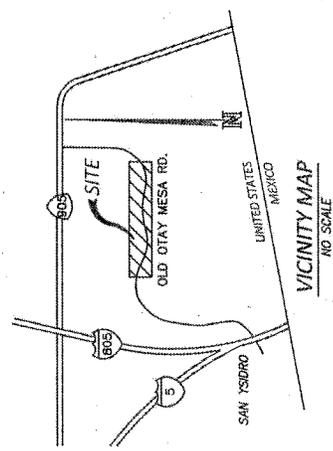
CURVE DATA TABLE

NO.	DELTA	RADIUS	LENGTH
C1	08°57'20"	150.00'	22.40'
C2	01°52'40"	150.00'	22.40'
C3	01°52'40"	150.00'	22.40'
C4	01°52'40"	150.00'	22.40'
C5	01°52'40"	150.00'	22.40'

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N02°20'29"E	20.49'
L2	N3°34'33"E	35.64'
L3	N01°50'00"E	23.88'
L4	N02°20'29"E	4.00'
L5	S00°44'02"E	39.00'
L6	S01°20'00"W	34.88'

- LEGEND:
- PERMANENT IMPACT
  - TEMPORARY IMPACT
  - EXISTING CENTERLINE
  - EXISTING RIGHT-OF-WAY LINE
  - QUARTER SECTION LINE
  - SUBDIVISION LOT LINE
  - P.O.B. POINT OF BEGINNING
  - T.P.O.B. TRUE POINT OF BEGINNING



REFERENCE DRAWINGS:  
RS 351  
MAP 14730  
MAP 14460  
CITY DWG. 13477-1-L

BASIS OF BEARINGS:  
THE BASIS OF BEARINGS FOR THIS PLAT IS THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 18 SOUTH, RANGE 1 WEST, S.B.M., ACCORDING TO MAP NO. 14460.  
I.E. NORTH 02°20'29" EAST



<p>USE OF CDFW CONSERVATION EASEMENT FOR <b>PUBLIC STREET EXHIBIT</b> OLD OTAY MESA ROAD - WESTERLY CITY OF SAN DIEGO</p>		<p>CITY OF SAN DIEGO, CALIFORNIA SHEET 1 OF 2 SHEETS</p>	<p>P.T.S. No. 2878008 W.B.S. # 5-00870.02.06</p>
<p>DATE 07/30/2014</p>	<p>BY APPROVED MLJ JTM</p>	<p>DATE 07/30/2014</p>	<p>DATE 8/11/14</p>
<p>DESCRIPTION ORIGINAL</p>	<p>DATE 07/30/2014</p>	<p>DATE 07/30/2014</p>	<p>DATE 07/30/2014</p>
<p>STATUS</p>	<p>STATUS</p>	<p>STATUS</p>	<p>STATUS</p>
<p>16108 NO. 109-0211.1</p>	<p>14730 14460 13477-1-L</p>	<p>1804-6319 CCS BY COORDINATES 144-17759 14027 COORDINATES</p>	<p>38170-1-C</p>

**Nasland**  
4740 Ruffalo Street, San Diego, California, 92111, 855-252-7770  
CIVIL ENGINEERING SURVEYING LAND PLANNING

SCALE 1" = 50'

MAP 14730

FLY LINE SW 1/4, NW 1/4,  
SEC. 31, T.1S, R.1W, S.B.M.

NO.	DELTA	RADIUS	LENGTH
C1	09°33'29"	150.00'	22.40'
C2	01°54'49"	150.00'	5.07'
C3	01°56'45"	323.00'	9.15'
C4	03°04'43"	625.00'	33.58'
C5	03°46'40"	1375.00'	36.25'

NO.	BEARING	LENGTH
L1	N02°20'29"E	20.49'
L2	N33°43'39"E	35.64'
L3	N01°20'00"E	23.68'
L4	N02°20'29"E	4.00'
L5	N00°44'02"W	39.00'
L6	S01°20'00"W	34.98'

AREA TABLE (TEMPORARY)		
PARCEL	SQ FT	ACRES
A	36,548	0.838
B	11,094	0.255
C	6,974	0.160
TOTAL	54,614	1.254

AREA TABLE (PERMANENT)		
PARCEL	SQ FT	ACRES
1	600	0.027
2	31,663	0.727
3	12,509	0.287
4	3,941	0.090
5	22,316	0.512
TOTAL	71,351	1.639

- LEGEND:**
- PERMANENT IMPACT
  - TEMPORARY IMPACT
  - EXISTING CENTERLINE
  - EXISTING RIGHT-OF-WAY LINE
  - QUARTER SECTION LINE
  - SUBDIVISION LOT LINE
  - P.O.B. POINT OF BEGINNING
  - T.P.O.B. TRUE POINT OF BEGINNING

APN 645-060-07  
OWNER: CITY OF SAN DIEGO

ROS 7703

PORTION LOT 2,  
SECTION 31,  
T. 18 S., R. 1 W., S.B.M.

**USE OF CDFW CONSERVATION EASEMENT FOR  
PUBLIC STREET EXHIBIT**

OLD OTAY MESA ROAD - WESTERLY  
CITY OF SAN DIEGO

CITY OF SAN DIEGO, CALIFORNIA  
SHEET 2 OF 2 SHEETS

DATE: 8/14/14  
FOR CITY ENGINEER: [Signature]

P.T.S. NO. 2827808  
H.B.S. # S-008270.02.08

1604-5319  
144-1759  
38170-2-C

NE JOB NO. 109-011.1  
4740 Ruffin Street, San Diego, California 92111 858-592-7770  
CIVIL ENGINEERING SURVEYING LAND PLANNING

**Nasland**

SCALE 1" = 50'